

NELSON ANDREW MURRAY : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 SARAH MURRAY : CARROLL COUNTY
 Defendant : CASE NO. C-91-11821

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 25th day of February, 1992, that the Plaintiff, NELSON ANDREW MURRAY, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, SARAH JEAN MURRAY; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, namely, KYLEEN ANNE MURRAY (born May 29, 1979) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of \$150.00 per week, said payments to continue until March 9, 1993 and thereafter to pay as child support the sum of \$50.00 per week, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments

arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated September 12, 1989 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 12th day of September, 1989, by and between NELSON ANDREW MURRAY, hereinafter referred to as "Husband," and SARAH JEAN MURRAY, herein after referred to as "Wife," both of Carroll County, Maryland.

Explanatory Statement

The parties were married by a religious ceremony on January 7, 1978 in Baltimore County, Maryland. One child, namely Kyleen Anne Murray, (born May 29, 1979) was born to the parties as a result of their marriage.

Differences have arisen between the parties and they are now and have been since July 4, 1989 living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. The parties mutually desire to formalize the voluntariness of their separation by this Agreement and to settle all questions of support of themselves and each other, custody and support of their child, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

Now, therefore in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, the parties hereby covenant and agree as follows, all as of the effective date

hereof.

1. Separation and Non-interference. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode, without any cohabitation, and having done so since July 4, 1989, do hereby expressly agree to continue to do so. Each party shall, as far as the law allows, be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall interfere with or molest the other or endeavor in any way to exercise any marital relations with the other or to compel or endeavor to compel the other to cohabit or dwell with him or her.

2. Independent Counsel. Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement, without relying upon any representations other than those expressly set forth herein. Each has had independent legal advice concerning this Voluntary Separation and Property Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof. Husband acknowledges that Wife's attorney, Sandra F. Haines, represents Wife only and does not represent Husband.

3. Waiver of Alimony. Each party hereby waives any and all claims which they may have past, present or future, to alimony, support and maintenance, both pendente lite and permanent.

6. Medical Insurance For Child. During the minority of the aforementioned child of the parties, Wife shall provide health insurance for the child. In the event of a medical problem and the costs are not covered by the medical coverage the parties shall divide equally the cost of said medical expense.

7. Child Support. The Husband agrees to pay to the Wife, for the support and maintenance of the minor child of the Parties the sum of ~~One Hundred~~ ^{One hundred fifty \$fm (\$150.00) \$fm NAM} Dollars ~~(\$100.00)~~ per week in accordance with the schedule set forth in this Paragraph, until the first to occur of any of the following events: (1) death of the child or Husband; (2) marriage of the child; (3) the child becoming self-supporting; or (4) the child's arrival at the age of 18 years. Upon Wife's request, Husband shall deposit his child support payments directly into a bank or savings and loan account designated by Wife. The parties agree that three years and eight months from the date of this Agreement, ^{child support will be set at \$50.00 per week.} ~~they will re-negotiate the amount of child support~~ payable by Husband. If the parties are able to agree on a modification, such modification shall be reduced to a writing, signed, sealed, dated, witnessed and acknowledged by the parties. If the parties are unable to agree, either party may ~~submit the dispute to a Court of competent jurisdiction for~~

~~resolution or, if both parties agree to arbitration or mediation, they may submit the dispute to a mutually agreed-upon arbitrator or mediator. Until such time as there is a Court Order or written agreement of the parties modifying the provisions of this Paragraph, the child support schedule set forth herein shall remain in full force and effect.~~

SPM
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8. Motor Vehicles. The 1984 Ford Ranger presently titled in Husband's name shall be and remain the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and Husband may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate.

The 1988 Acura Integra presently titled in both parties' names shall be and become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole

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discretion may deem appropriate. Promptly upon Wife's request, Husband agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Wife's name alone. The said automobile is subject to the lien of Sovran Bank and the Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold the Husband harmless from any claim or actions filed against him as the result of said obligation.

9. Other Personal Property. The parties have heretofore divided up their personal property to their mutual satisfaction. At a mutually agreed upon time, Husband shall have the right to return to the marital residence to remove his personal property therefrom, which property shall be and remain his sole and separate property. Except as otherwise provided in this Agreement, each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, and household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

Each party shall retain, as his or her sole and

separate property, any stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit sharing plans, individual retirement accounts, deferred compensation of any kind, and any other intangible assets in his or her own name, free and clear of any interest of the other.

10. Debts and Obligations. Except as otherwise provided in this Agreement, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefore. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

11. Waiver of Rights. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do

hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts, and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Section 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State or, Federal law, subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or

interest whatsoever therein, including the right to administer upon the estate of the one so dying.

12. Incorporation of Agreement. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

13. Power of Attorney. In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the tangible personal property herein described.

14. Further Assurances. Each of the parties agree to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of

this Agreement.

15. Indemnification in Case of Breach. Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement will indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including, but not limited to, payment of Court costs and reasonable attorneys' fees.

16. Alterations, Changes, Cancellations, Etc. It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after being reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provisions pertaining to support and maintenance of Husband or Wife.

17. Entire Agreement. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

18. Severance Clause. If any of the provisions of

hands and affix their seals the date and year first above written.

WITNESS:

Jane C. Braun
Jane C. Braun

Nelson Andrew Murray (SEAL)
 NELSON ANDREW MURRAY

Sarah Jean Murray (SEAL)
 SARAH JEAN MURRAY

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 12 day of September, 1989, before me, a Notary Public, in and for the State and County aforesaid, personally appeared NELSON ANDREW MURRAY and he made oath in due form of law that the matters set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

July 1, 1990

Jane C. Braun
 Notary Public

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 12 day of September, 1989, before me, a Notary Public, in and for the State and County aforesaid, personally appeared SARAH JEAN MURRAY and she made oath in due form of law that the matters set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

July 1, 1990

Jane C. Braun
 Notary Public

TIMOTHY L CROSBIE	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
VALERIE L. CROSBIE	:	CARROLL COUNTY
Defendant	:	CASE NO. C-91-11876

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 25th day of February, 1992, that the Plaintiff, TIMOTHY L. CROSBIE, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant. VALERIE L CROSBIE; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, SHERI LYNN CROSBIE (born August 7, 1986) be and the same is hereby granted unto the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances, to wit, Christmas week beginning in 1992 and the week after Christmas on the odd years and one month each Summer, every other year to be the month of her birthday (August) including August of 1992; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of \$300.00 per month for child support, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated December 4, 1990 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding.



JUDGE

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VOLUNTARY SEPARATION ANDPROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 4th day of December, 1990,
by and between VALERIE L. CROSBIE of Jessup, Anne Arundel County,
Maryland, hereinafter referred to as "Wife", and TIMOTHY L. CROSBIE
of Elkridge, Howard County, Maryland, hereinafter referred to as
"Husband".

The parties hereto were married by a religious ceremony on
June 2, 1984 in Anne Arundel County. There was one child born to
the parties during their marital union, to wit: Sheri L. Crosbie,
born August 7, 1986.

Irreconcilable differences have arisen between the parties and
for causes arising prior to this Agreement, the parties are not now
and have not been for some time past living together as man and
wife. They have reached a verbal agreement settling their
respective property rights and the matters of alimony and all other
matters growing out of the marriage relationship, and without
waiving any ground for divorce which either party may now or
hereafter have against the other, they do hereby enter into this
written Agreement to formalize their understanding and contract,
one with the other.

NOW, THEREFORE, in consideration of the premises and the
mutual covenants of each of the parties, they do hereby covenant
and agree with each other and for their respective heirs, personal
representatives and assigns, as follows:

ITEM ONE: The parties hereto did voluntarily and mutually
separate on October 5, 1990 with the intent and purpose of ending

the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows. Each party understands that until they shall have been divorced absolutely, either party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for himself of any kind

or nature whatsoever to which he may now or hereafter be entitled.

ITEM THREE: The parties agree that each shall be responsible for paying his or her own attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement.

ITEM FIVE: Husband and Wife covenant and agree with the other that they will not at any time contract and have not since the date of separation contracted in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit; and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs, and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the

understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

ITEM SIX: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representative and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either off said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right,

title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

ITEM SEVEN: No representative, warranties, assurances or promises have been made by either party as an inducement to enter into this Agreement other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligations imposed hereby, except by written instrument, duly executed, or as otherwise herein provided.

ITEM EIGHT: With the approval of any Court of competent jurisdiction in which any divorce proceedings may be instituted, now or at any time in the future, this Agreement shall be incorporated in any Decree of Divorce which may be passed by said County. In event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said Decree, then in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions hereof.

ITEM NINE: The parties hereto specifically agree that the provisions of this Agreement, including those regarding spousal support, are not subject to any Court modification except as to the issues of child support, child visitation, and child custody.

ITEM TEN: The parties have divided all items of personalty jointly or solely owned by them, and they are satisfied with said division. All items of listed on Schedule A shall be the sole property of Husband or Wife as listed free from any and all claim of the other with respect thereto except as may be specifically noted in this Agreement to the contrary.

The 1986 Chevrolet automobile now in the possession of Wife shall be the sole property of Wife free from any claim thereto by Husband. The 1979 Chevrolet automobile now in the possession of Husband shall be the sole property of Husband free from any claim thereto by Wife. Each party shall maintain his or her own insurance on said automobiles as he or she shall deem appropriate without contribution thereto with respect to the premiums for said insurance by the other.

The parties own, subject to indebtedness, a mobile home. The parties agree that Husband may reside in said mobile home until such time as the mobile home is sold. The parties agree to list said home for sale as soon as it is reasonably practical to do so for the highest reasonable price. The proceeds from said sale shall be first applied to the indebtedness on the mobile home. If any monies from the sale of the mobile home are left over after the payment of the indebtedness on said mobile home, then said monies

shall be applied to other debts of the parties as follows: 50% of the overage shall be applied to the Maryland National Bank VISA/Master Card account and 50% of the overage shall be applied to the personal line of credit with First American Bank.

The parties are indebted to the following:

<u>Debts</u>	<u>Amount</u>
Tower Federal Credit Union	+/- \$2,500.00
Sears	+/- 900.00
Maryland National Bank VISA/Master Card	+/- 3,500.00
First American Bank Personal Line of Credit	+/- 7,000.00

The parties agree that Husband shall be solely responsible for the indebtedness at Tower Federal Credit Union, Sears, and Maryland National Bank VISA/Master Card and he shall hold Wife harmless with respect thereto. The parties agree that Wife shall be solely responsible for the indebtedness at First American Bank (the personal line of credit) and shall hold Husband harmless with respect thereto.

ITEM ELEVEN: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

ITEM TWELVE: The parties agree that the care, custody and guardianship of the minor child of the parties shall be in and with Husband. Wife shall have reasonable visitation at proper times under proper circumstances.

The parties agree that Wife will pay \$300.00 monthly unto Husband as a contribution towards the care, support and maintenance

of the minor child. Wife's obligation regarding the support of the minor children shall continue until the first to occur of the following events with respect to each child: (1) the death of the child; (2) the death of Wife; (3) the child attaining the age of eighteen (18) years; or (4) the child becoming self-supporting.

ITEM THIRTEEN: The parties hereto declare that they fully understand all of the terms and provisions of the Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel or having been advised of his or her right to seek the advice of independent counsel with respect thereto, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and any persons claiming by or through them or any of them.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

Sharon E. Liberman
Valerie L. Crosbie

Valerie L. Crosbie (SEAL)
VALERIE L. CROSBIE

Catherine G. Hays


Timothy L. Crosbie (SEAL)
TIMOTHY L. CROSBIE

STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

On this 30 day of December, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared VALERIE L. CROSBIE, personally known or made known to me

to be the Wife who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that she acknowledged to me that she freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.

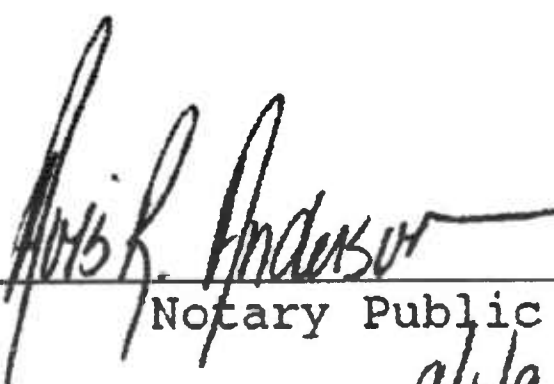

Notary Public

My Commission Expires: 8/1/91

STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

On this 4th day of December, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared TIMOTHY L. CROSBIE, personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.


Notary Public

My Commission Expires: 8/1/91

SCHEDULE A

HUSBAND

- 1 - Waterbed
- 2 - Bedroom Suite
- 3 - Green Rocker/Recliner
- 4 - V.C.R.

WIFE

All other personalty except as specifically listed in the Agreement
to the contrary.

JOYCE LYN BITTORIE	*	IN THE
	*	
Plaintiff	*	CIRCUIT COURT
	*	
vs.	*	FOR
	*	
CHARLES WILLIAM BITTORIE, JR.	*	CARROLL COUNTY
	*	
Defendant	*	Case No. C-91-11926

JUDGMENT OF ABSOLUTE DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON, it is this 25th day of February, 1992, by the Circuit Court for Carroll County, ORDERED, that the Plaintiff, JOYCE LYN BITTORIE, be and she is hereby Absolutely Divorced from her husband, the Defendant, CHARLES WILLIAM BITTORIE, JR.; and it is further

ORDERED, that the Plaintiff shall have restored to her her maiden name of JOYCE LYN HOFFMAN; and it is further

ORDERED, that the Plaintiff pay the cost of these proceedings and the Master's Fee.

Luke K. Burns
JUDGE

CLERK OF COURT
FEB 25 4 45 PM '92
WSTW

MARIAN FALKENSTINE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
WILLIAM R. FALKENSTINE	:	Carroll County
Defendant	:	Case No. C-91-11963

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 25th day of February, Nineteen Hundred and Ninety-two, that the above-named Plaintiff, Marian Falkenstine, be and she is hereby granted an Absolute Divorce from the Defendant, William R. Falkenstine; and

It is further ADJUDGED and ORDERED that the Plaintiff, Marian Falkenstine, be and she is hereby awarded custody of Anna E. Falkenstine, the minor child of the parties hereto, with the right unto the Defendant, William R. Falkenstine, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$50.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated December 8, 1990, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

SEPARATION AGREEMENT

THIS AGREEMENT is made this 8th day of Dec, 1990, by and between WILLIAM R. FALKENSTINE, hereinafter referred to as the Husband, and MARIAN FALKENSTINE, hereinafter referred to as the Wife.

EXPLANATORY STATEMENT

WHEREAS, the parties hereto were married on February 13, 1982 in a religious ceremony in the state of Baltimore, Maryland, and have lived together as Husband and Wife; and

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties hereby voluntarily and mutually agree to live separate and apart and have from the 21st day of September, 1990, lived separate and apart; and

WHEREAS, it is the desire of the parties hereto to make full and complete settlement of the property now owned by them and which may be hereafter acquired by them; and

WHEREAS, there was one child born to the parties, namely ANNA E. FALKENSTINE, born September 12, 1986; and

WHEREAS, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights and all other matters growing out of their marital relation, including custody of the minor child.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH:

That for and in consideration of the promises and of the mutual covenants, agreements and releases herein contained, as well as other good and valuable consideration, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. GROUNDS FOR DIVORCE .

Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. SEPARATION AND NONINTERFERENCE .

The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, as of September 21, 1990, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. PROPERTY RIGHTS AFTER SEPARATION.

Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to promptly execute all necessary documents to carry out the terms of this Agreement.

4. DEBTS.

Except as otherwise expressly provided herein, all debts of the parties incurred prior to the separation have been paid in full. From and after the date of this agreement, except as otherwise provided herein, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligations. Husband shall not be responsible to pay any debts incurred by wife or on her behalf and wife shall not be responsible to pay any debts incurred by husband, or on his behalf.

5. BANK ACCOUNTS.

The parties joint savings account shall be divided equally between the parties on or before the execution of this agreement. Otherwise, all joint checking and savings accounts of the parties

have been closed and divided as of the execution of this agreement.

6. PERSONAL PROPERTY.

Wife
Husband's property can remain at 297 Maes Ct. Sykesville, Md.
until house is sold.

prior to execution of this agreement. All tangible personal property and household chattels located at the marital residence of the parties at 297 Maes Court, Sykesville, Maryland on the date of execution of this Agreement shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. All personal property in the possession of each party on the date of execution of this Agreement shall be and remain the sole and exclusive property of the possessing party, free and clear of any interest of the other.

7. RETIREMENT/PENSION/IRA.

Wife waives forever any and all claim she may have to any portion of Husband's retirement/pension/IRA and Husband waives forever any and all claim he may have to any portion of Wife's retirement/pension/IRA.

8. AUTOMOBILES.

The Wife transfers and assigns to the Husband any and all right, title and interest she may have in and to the Toyota Tercel which is titled in Husband's name alone.

Husband hereby transfers and assigns to Wife all of his right, title and interest in and to the Toyota Camary which is titled in Wife's name alone.

9. WAIVER OF ALIMONY.

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

Husband shall keep Wife covered on his car insurance until September 1, 1991, when she shall obtain her own car insurance.

10. CUSTODY AND VISITATION.

Wife shall have the care and custody of the minor child of the parties. Husband shall have the right and privilege to visit with and have the child at all reasonable times provided adequate and reasonable notice of at least 24 hours is given to the Wife and the Husband and Wife agree. In order to avoid unnecessary confusion or misunderstanding and to provide some stability to the child, the parties will make a good faith effort to arrange visitation on a prearranged schedule and abide by that schedule. The parties recognize that these visitation provisions are intended to be in the best interests of the child and that circumstances do require changes and adjustment in the pre-arranged visitation schedule from time to time. To that end, Husband and Wife agree to

maintain flexibility and good faith in effectuating the visitation rights of the Husband and make such adjustments as are necessary from time to time by either of their schedules in order to comply with the spirit and intent of this visitation provision. Each party agrees to give reasonable notice of at least 24 hours to the other when a change in visitation becomes necessary.

11. CHILD SUPPORT.

The Husband shall pay to the Wife, for the support and maintenance of the minor child the sum of fifty dollars (\$50.00) per week. One year from the date of execution of this Agreement, the said child support shall be adjusted to conform to the child support guidelines then and there in effect in the state of Maryland. Said payments for the minor child shall terminate upon the first to occur of any of the following events for the child:

- a. Death of the Husband, Wife or child;
- b. Change of custody of a child;
- c. Child's marriage;
- d. Child's becoming self supporting or otherwise emancipated;
- e. Child's eighteenth birthday.

12. REAL PROPERTY.

The parties own, as tenants by the entireties, improved premises in Carroll County known as 297 Maes Court, Sykesville, MD 21784 (the home). The home is subject to the lien of a mortgage. Wife shall have the exclusive right to occupy the home for a period

of two years from the date of execution of this Agreement. So long as Wife continues to occupy the home in accordance herewith, she shall be solely responsible to pay the mortgage and all other expenses of the home, including but not limited to utility bills, real property taxes, telephone bills and insurance premiums on the home and contents, and all repairs and improvements not costing

greater than \$50.00. ^{Any major necessary repairs should be} ~~In the event maintenance/repairs are required~~ done by agreement of the parties and the cost should ^d ~~in an amount greater than \$50.00, the parties shall split equally~~ be divided equally. ~~There should be no reimbursement~~ ~~the cost of such maintenance/repairs.~~ Upon the expiration of the ~~for work done that enhances the equity of the property.~~ aforesaid sole use and possession by the wife, Wife shall list the

home either directly or through a broker of her choice, at a price agreed upon by the parties. The parties must accept any offer to buy the property which is in at least the amount of the list price or greater. Wife may continue to occupy the home until settlement on a sale. Wife may continue to occupy the home until the closing. The parties shall execute any contract to make a sale of the home and any deed and/or other document necessary to consummate the sale under the contract and in accordance with this paragraph. If for any reason either party does not, within 21 days of delivery to him, execute any listing contract or contract to make a sale of the home, in accordance with the provisions of this paragraph, or any deed, instrument, or any other such document, then the other party may execute the same on his or her behalf as his or her agent pursuant to an agency coupled with an interest, and each party hereby irrevocably appoints the other with the full power of an

attorney-in-fact for him or her to execute, acknowledge and deliver any and all necessary or desirable contracts, deeds, releases, mortgages, instruments or documents for the purpose of listing, conveying, clearing or waiving any interest or right in the home as fully as he could do personally, with full power of substitution and confirming all that the agent and attorney-in-fact or substitute may do or cause to be done. Upon the sale of the home and in accordance herewith, the net proceeds of sale shall be divided equally between the parties, subject however to Husband's reimbursement to Wife, out of his share, of one half of all mortgage principal, interest, taxes and insurance payments made by Wife since the date of separation as well as payments made by her on behalf of the Husband for repairs/maintenance costs during her use and occupancy. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (1) any brokers commissions and/or attorneys fees incurred in connection with the sale, (2) all expenses of the sale and closing costs, (3) the principal, accrued interest and any prepayment penalty due on the mortgage, and (4) Thirteen Thousand Dollars to be paid to Anna Zamostny as repayment for her original investment in the property.

13. TAXES AND RELATED MATTERS. WRP. TMB

Each of the parties agrees that, if so requested by the other, he or she shall execute and file joint Federal and State income tax returns for any year with respect to which the parties are married on December 31 and/or entitled under the applicable

laws and regulations to file a joint return. For each return so filed, each party shall pay their appropriate share of said tax in the same proportion that respective separate incomes bear to the total gross income for federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds. Any tax refund resulting from over-payment of taxes will be proportionately divided among the parties based on gross income. Each party shall indemnify and hold harmless the other against any liability for his or her own proportionate share of the tax. This paragraph shall not be construed so that either party will have to pay more tax or receive less of a refund than would have been due from or to him or her had he or she filed in a manner other than jointly.

14. WAIVER OF MARITAL RIGHTS.

Except as otherwise provided herein, the parties, and each of his or her respective heirs, personal representatives and assigns, in consideration of the rights set apart to each of them on the terms hereof, receive the same in full and complete settlement and release of all claims and demands of every kind, name or nature against the other, including all liability now or at any time hereafter existing or accruing either on account of dower, thirds or allowances, either statutory or arising in common law, incident to the marriage relation, intending to relieve the parties entirely from all personal claims and demands and from any that may

hereafter attach, arising in any manner from the relation of Husband and Wife and from any and all costs, charges and expenses incident to any divorce suit now pending or that may hereafter be commenced by either of the parties against the other; and further, the parties release each other from all claims, homestead rights, or any interest whatsoever in any property, (under any law) real or personal, which each may now own or may be set off to him in the terms of this Agreement, or that he or she may at any time hereafter hold or acquire any interest whatsoever in, either through devise, bequest, purchase, or otherwise, specifically including all claims, demands and interests arising under the Marital Property Act, as from time to time amended, it being understood that this settlement is a total and complete release of the Husband by the Wife and of the Wife by the Husband of all matters and charges whatsoever, and that the parties shall after this settlement require nothing whatever of the other as though the marriage relation had never existed between them.

15. WAIVER OF RIGHTS TO ESTATE.

Each party waives and relinquishes, except as in this Agreement otherwise provided, any and all rights which he or she may now or hereafter have or acquire to succeed to the estate of the other; and each hereby expressly waives and relinquishes any and all rights to act as personal representative or to nominate a personal representative of the estate of the other or to have set aside to him or to her any of the property of the other as

community property, or to have set aside to him or her by any court having jurisdiction of any portion of the estate of the other any homestead or other property which might be set aside to a surviving spouse as exempt property, or to demand any family allowance, or any other right, benefit or emolument from the estate of the other, and both parties hereto agree that each will never exercise any right to select a homestead from the property of the other during his or her lifetime.

16. MODIFICATIONS AND WAIVERS.

No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

17. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

18. EXECUTION OF DOCUMENTS.

Each of the parties agrees to execute such other and further instruments and perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

19. INTERPRETATION.

No provision of this Agreement shall be interpreted for or against any party hereto by reason of the fact that the said party or his or her legal representative drafted all or any part hereof.

20. SEVERABILITY.

Should any provision(s) of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other state of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

21. INCORPORATION OF AGREEMENT.

With the approval of any court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated but not merged in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said Decree, then and in that event the parties agree that they will nevertheless abide by and carry out all of the provisions thereof.

22. GOVERNING LAW.

This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or both of the parties now is or may become a resident of a different state.

23. VOLUNTARY EXECUTION.

Each party hereto declares that she or he has read the foregoing Separation Agreement, and that he or she had the right to independent legal advice by counsel of his or her selection, that each fully understands the facts and has been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to four (4) counterparts of this Agreement, each of which constitute an original, the date first above written.

WITNESS:

William R. Falkenstine *William R. Falkenstine* (SEAL)
WILLIAM R. FALKENSTINE

Marian Falkenstine *Marian Falkenstine* (SEAL)
MARIAN FALKENSTINE

STATE OF MARYLAND)
COUNTY OF ~~WILLIAM~~ *PRINCE GEORGES*) ss:

I HEREBY CERTIFY that before the undersigned, a Notary Public, personally appeared WILLIAM R. FALKENSTINE, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement, including the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS my hand and official seal this 6TH day of DECEMBER, 1990.

Lawrence H. Falkenstine
NOTARY PUBLIC

My Commission Expires: SEPT. 1, 1992

STATE OF MARYLAND)
COUNTY OF HALE SS:

I HEREBY CERTIFY that before the undersigned Notary Public, personally appeared MARIAN FALKENSTINE, known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement, including the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and official seal this 6TH day of DECEMBER, 1990.

Lawrence H. Falkenstine
NOTARY PUBLIC

My Commission Expires: SEPT. 1, 1992

VIOLETTE F. HOBBS	*	IN THE
	*	
Plaintiff	*	CIRCUIT COURT
	*	
VS.	*	FOR
	*	
PATRICK D. HOBBS	*	CARROLL COUNTY
	*	
Defendant	*	Case No. C-91-12175

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON, it is this 25th day of February, 1992, by the Circuit Court for Carroll County, ORDERED, that the Plaintiff, VIOLETTE F. HOBBS, be and she is hereby Absolutely Divorced from her husband, the Defendant, PATRICK D. HOBBS, Sr.; and it is further

ORDERED, that the Voluntary Separation and Property Settlement Agreement between the parties dated October 8, 1990, and filed in this matter, be and the same is hereby incorporated herein but not merged herewith; and it is further

ORDERED, that the Plaintiff pay the costs of these proceedings and the Master's fee.

Pat K. Bunn
 JUDGE
 COURT CLERK
 FEB 23 4 31 PM '92
 WCM

VOLUNTARY SEPARATION
AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 8th day of October, 1990, by and between PATRICK DAVID HOBBS, SR., hereinafter referred to as the "Husband" or "Father", and VIOLETTE FLORENCE HOBBS, hereinafter referred to as the "Wife" or "Mother;

WITNESSETH THAT:

WHEREAS, the Husband and Wife were lawfully married on May 27, 1961, in Taneytown, Maryland; and,

WHEREAS, there were children born to the parties of this marriage, all of whom are emancipated adults; and,

WHEREAS, the parties hereto have lived separate and apart by agreement since on or about the 25th day of September, 1988, continuously and without cohabitation; and,

WHEREAS, the parties are mindful that their separation is beyond any reasonable expectation of reconciliation; and,

WHEREAS, the parties have agreed to settle, divide and partition their marital and mutually held property; and,

WHEREAS, the parties, having knowledge of each other's assets and liabilities, and the identity and values of assets and liabilities, or having relied on the representations of each as to the identity and values of assets and liabilities, are desirous to fully and finally equitably settle each and every claim that either one may have against the property of the other, settle all marital property claims, and reduce their agreements to writing.

D. Massengill, P. A.
ATTORNEY AT LAW
Suite 239
Somers Professional Park
Professional Drive
HERSBURG, MD 20879
948-6322

21 EX 1

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings herein set forth, the parties covenant and agree as follows:

1. SEPARATION:

1.1 The parties shall and may continue to live separate and apart from each other for the rest of their lives. Each shall be free from interference, directly or indirectly, by the other as fully as though unmarried. Each may for his or her separate benefit reside where, and with whom, he or she may choose and engage in any employment, business or profession as he or she may choose, free from any control or interference from the other.

1.2 The parties shall neither molest nor interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

2. ALIMONY:

2.1 Each party forever waives and relinquishes any and all claim that she or he may have for alimony and support and maintenance of any kind.

2.2 This alimony provision shall not be modified by any court.

3. DIVISION OF PROPERTY AND MONETARY AWARD:

3.1 The parties hereto agree that each party shall solely own, without the other having any claim thereto, all furniture, furnishings, insurance policies, checking and savings accounts, stocks, bonds, certificates of deposit, treasury bills, retirement and pension rights, business interests, investments, and all other property of every nature, kind, and description, which each party hereto presently owns, has any interest in, and which each presently has in his or her possession and control, except as otherwise set out in this Agreement *and in the attached Schedule A.*

[Handwritten signature]
[Handwritten initials]

3.2 The Husband shall solely own the motor vehicle(s) in his possession and the Wife shall solely own the motor vehicle(s) in her possession. Each party shall provide any and all necessary insurance related to his or her vehicle(s) and shall pay, and indemnify and hold the other harmless from, all payments related to his or her vehicle(s).

3.3 The parties hereto own a home located at 4460 Baptist Road, Taneytown, Carroll County, Maryland, and a home located at 5112 Harney Road, Taneytown, Carroll County, Maryland, both of record as tenants by the entirety. The parties hereto agree that the Husband, as of this time, regardless of record title, shall have the current rights of exclusive use, occupancy, control and sole ownership of the home located at 4460 Baptist Road, Taneytown, Maryland. The parties hereto agree that the Wife, as of this time, regardless of record title, shall have the current rights of exclusive use, occupancy, control and sole ownership of the home located at 5112 Harney Road, Taneytown, Maryland. It is the intent of the parties hereto that this Agreement shall be considered as having the effect, at this time, of conveying to the Husband and the Wife any and all interest the other may have in each parcel of real estate as stated. Proper Deeds will be executed to be placed in the land records.

Each party shall timely pay all mortgage payments, taxes and insurance payments (PITI) related to the property he or she will solely own. The parties agree that they each shall indemnify and hold the other harmless from any and all mortgage (PITI) payments related to his or her property. Each party shall have the right to claim any and all interest, tax, or other payments he or she makes, or has made, related to his or her home, for income tax purposes. Each party shall keep his or her property adequately

insured in order to protect the other party from any mortgage indebtedness. Each party shall have the existing tax basis of the parties in the home he or she is to own; shall provide the other with any and all records and documents in his or her possession related to the property of the other; and, shall be responsible for any and all capital gains taxes on his or her property for which either party may be liable at any time. The Wife shall pay to the Husband within 30 days from the execution of their Agreement the sum of ~~\$5,990.51~~ ^{\$10,000.00} to settle any and all rights and interests in the home she is to own.

3.4 Each party waives any monetary award from the other. The parties hereto specifically waive formal appraisals and proof of value of each and every item of property owned by either of the parties and/or being set apart to each or either of them, the parties having knowledge of values, having agreed to each accept the representations of the other as to the values of all joint and separate assets and liabilities, or having agreed not to obtain specific proof of values of all assets and liabilities. Each party states that he or she feels that their division of marital property is a substantially equal division of their marital assets and agrees that the entire property division is satisfactory, fair, and equitable to each of them. Each party waives any monetary award from the other whether under the Family Law Article, Annotated Code of Maryland, or under any other provision of the law of the State of Maryland or any other state, territory, jurisdiction, or country. The parties have attempted to equitably, and substantially equally, divide their marital property. It is intended by the parties that no tax consequences occur because of their division of marital

property. Each party accepts the terms of this Agreement as a full, final and complete settlement of all marital and property rights he or she may have.

N O T I C E

WAIVER OF RIGHT TO REQUIRE IDENTIFICATION
AND VALUATION OF ASSETS AND LIABILITIES

The parties to this Agreement are aware that they have the right to require identification and valuation of all marital and non-marital property. The parties have decided, and have agreed, to voluntarily waive the identification and valuation of all marital and non-marital property. Each party states that he or she is satisfied with the knowledge that he or she has as to the identity and value of all separately and jointly owned marital and non-marital property.

4. RELEASES:

4.1 Neither party shall contract in the name of the other party or in any way subject the other party to liability for any debt or damage, and further, each agrees at all times to keep the other party free, harmless, and indemnified from any and all charges, debts and liabilities heretofore or hereafter contracted by them.

4.2 Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims against the property of the other which either of them may have, or have had, whether arising out of the

marriage or otherwise, including but not limited to, any claim arising under the Family Law Article, Annotated Code Of Maryland, and any amendments thereto, by virtue of any future change of any law of this State, or any other jurisdiction, subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the rights, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim of interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying. Except for the rights expressly set forth herein, neither party has any rights against the other in life or in death.

5. GENERAL:

~~5.1 Notwithstanding any other provisions of this Agreement, each party expressly reserves any right which he or she may have, now or in the future, to receive any Social Security benefits provided by law, whether such benefits derive from his or her own earnings or from the earnings of~~

[Handwritten signature]
[Handwritten initials]

~~the other during the marriage. It is the intention of the parties that this Agreement have no effect whatsoever on their respective rights to receive Social Security benefits.~~

5.2 Each party has reviewed this Agreement with his or her attorney, or each party has had the opportunity to obtain such advice, and they both acknowledge that it is a fair and equitable agreement and is not the result of fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon either, and they further agree that this Agreement contains the entire understanding of the parties. There are no representations, rights, promises, warranties, covenants or undertakings other than those expressly set forth herein.

5.3 The parties hereto each agree further at any time and from time to time to make, execute and deliver all instruments necessary to effectuate the provisions of this agreement.

5.4 Each party shall pay his or her own attorney fees, Court fees and costs. Each party waives any further claim for suit money, Court costs, and attorney fees except as may be related to, or necessary to enforce, the terms of this Agreement.

5.5 Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for final divorce against the other in any jurisdiction based upon the voluntary separation of the parties or any other cause which either may have. In the event that any such action is instituted, the parties are and shall be bound by all the terms of this Agreement; and, this Agreement and the terms hereof may be offered and accepted in evidence and shall be incorporated, but not merged, into any Judgment Of Absolute Divorce.

5.6 Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

5.7 No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

5.8 Should any provision of this Agreement be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other state of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

5.9 As to the covenants and promises set out in this Agreement, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

5.10 The provisions of this Agreement shall remain in full force notwithstanding a reconciliation by the parties.

6. APPLICABLE LAW:

6.1 This Agreement shall be construed in accordance with the law of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Charlotte Florence Webb SEAL Peterson & Aaron Le SEAL

STATE OF MARYLAND :
COUNTY OF Carroll : to wit:

Before me, a Notary Public in and for the State and County aforesaid, personally appeared VIOLETTE FLORENCE HOBBS and made oath in due form of law that she executed the foregoing VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT as her voluntary act and deed; that the matters set forth herein are true and correct; and, acknowledged the execution of this Agreement to be for the purposes herein contained.

WITNESS MY hand seal this 30 day of August, 1990.

Rossie Swanke
Notary Public

My Commission Expires:

4/13/94



STATE OF MARYLAND :
COUNTY OF CARROLL : to wit:

Before me, a Notary Public in and for the State and County aforesaid, personally appeared PATRICK DAVID HOBBS, SR. and made oath in due form of law that he executed the foregoing VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT as his voluntary act and deed; that the matters set forth herein are true and correct; and, acknowledged the execution to be for the purposes herein contained.

WITNESS MY hand and seal this 8th day of October, 1990.

Carol A. Immler
Notary Public

My Commission Expires:

April 1, 1993



Schedule A

In addition to any other property currently in his possession, Husband shall be entitled to the following items of personal property which are currently located at 5112 Harney Road, free from any claim of right, title or interest by Wife:

1. Boat with motor and trailer
2. Tools
3. Two (2) hoists
4. Lumber
5. Compressor
6. Riding lawn mower

Additionally, Husband shall have the right to use the garage and the building next to the garden at 5112 Harney Road, for purposes of storage for a period not to exceed one (1) year from the date hereof.

Date November 6, 1990 *Violet F. Hobbs* (SEAL)
VIOLETTE F. HOBBS

Date Oct 8, 1990 *Patrick D. Hobbs Sr* (SEAL)
PATRICK D. HOBBS, SR.

DOROTHY ANN JEAN : In the
 Plaintiff : Circuit Court
 vs : for
 WAYNE L. JEAN : Carroll County
 Defendant : Case No. C-91-12202

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 25TH day of February, Nineteen Hundred and Ninety-two, that the above-named Plaintiff, Dorothy Ann Jean, be and she is hereby granted an Absolute Divorce from the Defendant, Wayne L. Jean; and

It is further ORDERED that the name of the Plaintiff, Dorothy Ann Jean, be and the same is hereby changed to Dorothy Anne Yingling, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Voluntary Separation Agreement by and between the parties hereto, dated April 3, 1991, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce;

And, it is further ORDERED that the Plaintiff pay the costs of these proceedings.

John K. Burn
 Judge

FILED IN
 COURT
 FEB 25 4 31 PM '92
 WCM

VOLUNTARY SEPARATION AGREEMENT

This AGREEMENT is entered into this 3 day of April
, 1991, by and between Dorothy Ann Jean (Wife) and
Wayne Lee Jean Sr (Husband).

The parties were married by a religious ceremony on May
21, 1983, in Carroll County, Maryland. No children were born
to them as a result of their marriage. Differences have
arisen between the parties and they are now and have been
since December 6 1990, living separate and apart from one
another, voluntarily and by mutual consent in separate
abodes, without cohabitation, with the purpose and intent of
ending their marriage. It is the mutual desire of the parties
in this Agreement to formalize their voluntary separation and
to settle all questions of support, alimony, counsel fees,
their respective rights in the property or estate of the
other, and in property owned by them jointly or as tenants by
the entireties, and in marital property, and all other
matters of every kind and character from their marital
relationship.

NOW, THEREFORE, in consideration of the promises and
mutual covenants and understandings of each of the parties,
the parties hereby covenant and agree as follows, all as of
the effective date hereof.

PL EXHIBIT NO. 1

Page 1

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct himself/herself and otherwise carry on and engage in any business or trade which shall seem advisable for his/her sole and separate use and benefit, without, and free from any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him/her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself/herself and his/her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he/she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his/her

property as if he/she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Annotated, Sections 8-201 through 8-213, as from time to time amended, and including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him/her shall pass by his/her Will or under the laws of descent as the case might be, free from any right or inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges

Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

4. MARITAL PROPERTY GENERALLY

The parties have agreed to a division of all of their property, and it is their intention and purpose that no Court of the State of Maryland or elsewhere should have jurisdiction over the ownership or allocation of any such property, no matter how titled, pursuant to the provisions of Sections 8-201 through 8-213, as may be modified from time to time, Annotated Code of Maryland, Family Law.

5. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties have agreed to a division of their personal property. Except as otherwise provided in this Agreement, each party shall retain, as his/her sole and separate property, automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, compensation or deferred compensation of any kind,

and any other assets of any kind or nature in his/her own name, free and clear of any interest of the other.

6. MARITAL HOME

The parties own as tenants by the entireties improved premises in Carrol County, Maryland known as 285 Winterberry Land, Westminster, Maryland 21157 (the "Home"). The Home is subject to two liens of mortgage with Carrol County Bank in the respective amounts of approximately \$54,000 (1st Mortgage; Account #050-74404) and approximately \$34,000 (2nd Mortgage; Account #498-0547-5). Both of these said Mortgages are presently in joint names of the parties as Husband and Wife. In addition, there also exists as joint debt on the marital home an equity loan (Line of Credit) with Carrol County Bank in the approximate amount of \$14,000 (Account #014-0001-4). Husband agrees to assume and refinance the 1st and 2nd mortgages in his sole name, and he further agrees to assume the equity loan in his sole name. It is understood and agreed by and between the parties that the said debt related to the home shall, as part of this Agreement, become and remain the sole legal obligation of Husband. Wife in furtherance of the understandings in this paragraph, agrees to surrender any claim which she may have had or which she has or possesses to any equity in the said Marital Home of the parties.

7. DEBT

Each party shall assume in the future all responsibility for debts contracted by himself/herself after the date of the signing of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. Wife has, as of the date of this Agreement one debt in her sole name with Carrol County Bank with an outstanding balance in the approximate amount of \$4800(Account # 390-8951-6) which debt she acknowledges as her sole debt. After the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his/her own debts or liabilities. The parties hereto further agree that they shall hold and save the other harmless, and indemnify the other, from any such debts, liabilities or obligations of the other except as is otherwise set forth in this Agreement.

8. INCOME TAX RETURNS

The parties may file joint federal and state income tax returns for the calendar year 1990 if both agree to do so and it is otherwise appropriate. In such event, the parties agree

to share the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

9. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself/herself, and his/her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him/her harmless from any

liability for any obligation incurred by him/her.

10. NO WAIVER OF CONDUCT

Nothing herein shall be deemed a waiver of any past or future conduct of either of the parties, and nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for partial or absolute divorce against the other in any court of competent jurisdiction. If consistent with the rules of practice of the Court granting a Decree of Absolute Divorce, the provisions of this Agreement shall be incorporated and made a part of the Decree, but notwithstanding such incorporation, this Agreement shall not be merged in such Decree, but shall in all appropriate respects survive the same and be forever binding and conclusive upon the parties.

11. COUNSEL FEES, COURT COSTS

Each of the parties shall pay his/her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him/her at any time in the past, present or future.

12. MISCELLANEOUS

a. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be

reasonably required to effectuate the purposes of this Agreement.

b. Except as otherwise provided herein, each of the parties hereto for himself/herself, and his/her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Maryland Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

c. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

d. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining their respective rights and obligations growing out of or incident to their marriage. Each party was represented or has had the opportunity to be represented by independent counsel of his/her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

e. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

f. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

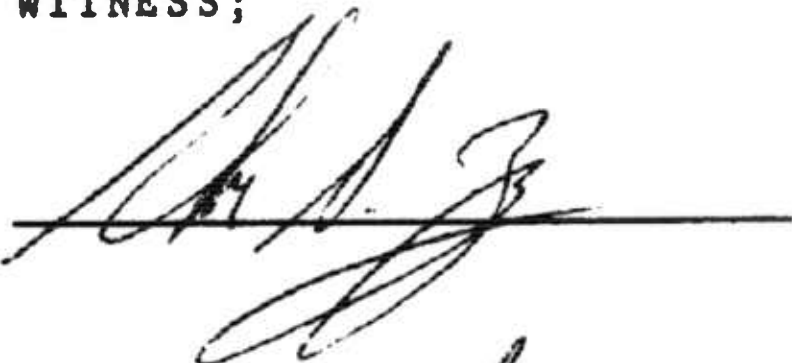
g. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his/her legal representative drafted all or any part hereof.

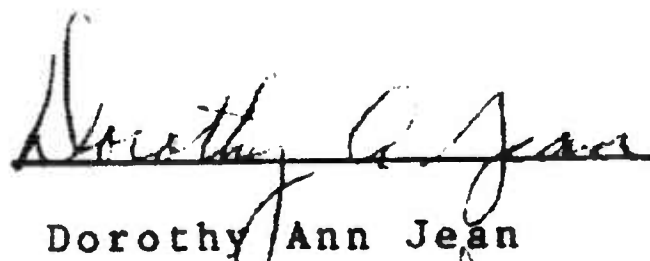
h. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland, or any other State of the United States, as appropriate, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

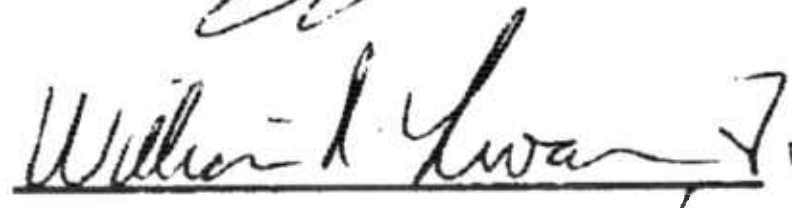
i. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

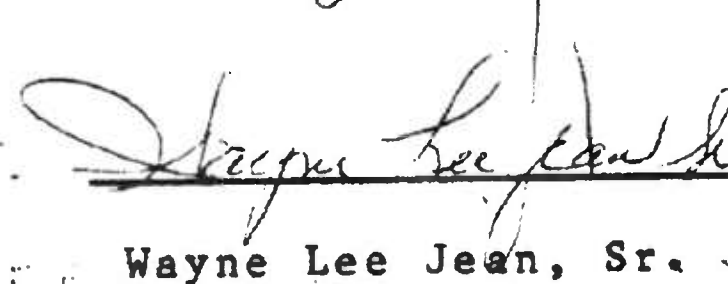
IN WITNESS WHEREOF, THE SAID PARTIES HERETO have hereunder set their hands and seals the day and year first above written.

WITNESS;



 (SEAL)
Dorothy Ann Jean



 (SEAL)
Wayne Lee Jean, Sr.

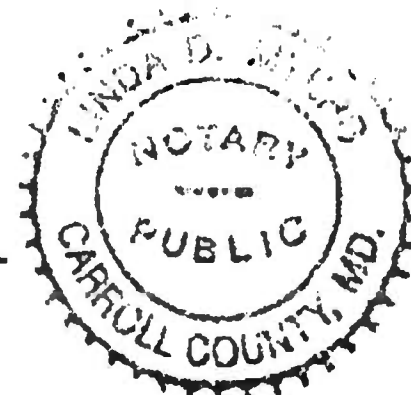
STATE OF MARYLAND,

County, to wit:

I HEREBY CERTIFY, that on this 3^d day of April, 1991, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of *Carroll*, personally appeared Dorothy Ann Jean, one of the parties to the foregoing Agreement, and she duly made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Linda D. Myers
NOTARY PUBLIC



My commission expires: *November 28, 1994*

STATE OF MARYLAND, *Baltimore* County, to wit:

I HEREBY CERTIFY that on this 2nd day of April, 1991, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of *Baltimore*

, personally appeared Wayne Lee Jean, Sr., one of the parties to the foregoing Agreement, and he duly made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act, and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Mary Ann King
NOTARY PUBLIC

My commission expires: 6/1/93



BERNADETTE HARDIN SHOMERS	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MICHAEL JOSEPH SHOMERS	:	CARROLL COUNTY
Defendant	:	CASE NO. C-91-12218

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 25th day of February, 1992, that the Plaintiff, BERNADETTE HARDIN SHOMERS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MICHAEL JOSEPH SHOMERS; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties and the Release of Estate Rights filed in this case be and the same are hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, BERNADETTE HARDIN; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Paul K. Bump

JUDGE

FILED
FEB 25 1992
CLERK

PROPERTY SETTLEMENT AGREEMENT

Agreement made April 6, 1990 between:

Bernadette H. Shomers
13850 Wayside Drive
Clarksville,
Howard County
Maryland 21029

and

Michael J. Shomers
West River Yacht Harbour
Galesville,
Anne Arundel
Maryland

As husband and wife, living separate and apart, each free from all dominion, restraint, and control by the other, we agree to the following:

The wife:

I agree to sign over to my husband, Michael J. Shomers, all business interests of Mid-Town Motor Company, Inc./ Freedom Rent-A-Car, and Finesco, Inc. and all business and office equipment including computers, telephone systems equipment, file cabinets, desks, chairs, pictures and paintings owned by the companies and and him. Additionally, I agree to sign over all rights to any future benefits and monies that may be made from company car leases, rentals, and/or sales.

I agree to sign over all rights to the " Miss Bernadette III", a 1985 Carver - 36 foot aft-cabin cruiser, and all contents of the boat as well any future profits made from any future sale.

Pho #1
Clark
h
I agree to relinquish all right and claim to the condominium boat slip, # B-3, located at West River Yacht Harbour in Galesville, Maryland and to any future profits made from the sale of

the slip.

[Signature]
(Signature of Wife)

4/7/90
(Date)

In consideration for the above, as the husband:

I agree to transfer free and clear title of the marital home located at 13850 Wayside Drive, Clarksville, Md. 21029, to my wife and I waive all claim and right to all proceeds from sale of home at any future date.

I agree to relinquish all right and claim to all household furnishings and contents located at the above property, 13850 Wayside Drive, Clarksville, Maryland 21029.

I agree to transfer title of a 1990 Nissan Sentra, silver-frost, Serial # JN1GB22B6 that is presently in the possession and being driven by my wife. I agree to pay for the Maryland inspection, a new windshield and for any other problem that may prevent it from passing inspection and will accept all responsibility for the payment of the tax, tag and title fees. I agree that the above will be completely finalized by April 30, 1990.

[Signature]
(Signature of Husband)

4/7/90
(Date)

PETER KOWZUN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires SEP 6, 1993

Subscribed and sworn to before me, in my presence,
this 7 day of APRIL 1990, a Notary Public
in and for the COUNTY of PRINCE GEORGES
[Signature]
My commission expires SEP 6 1990

RELEASE OF ESTATE RIGHTS

Each party hereby waives, relinquishes, and releases:

All right and claim in or to the property of the other,
including all rights or dower and curtesy;

All right to share in the estate of the other.

All right to serve as personal representative administrator
of the estate of the other party, or to take under the last will
and testament of the other party, except by will, or codicil to a
will, hereafter made.

DEBTS/OBLIGATIONS


The husband agrees to pay all debts incurred by him or by the
wife or by the parties jointly prior to the date hereof, including
all credit cards that have were or are now held jointly, all loans
except loan for house mortgage and Norwest Financial, dental bills
accountant bills, overdue fuel oil bills, and overdue AT&T bills.

The wife agrees to be responsible for the payment of mortgage,
maintenance, and utilities on the above home from date the deed is
recorded from joint names into her name.

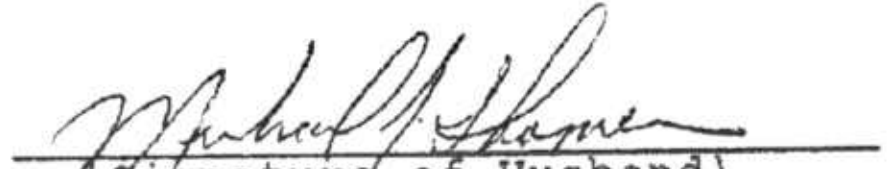
The husband and wife assume no responsibility for any loans
made at any time during the marriage by each other and hold each
other harmless from them.

The husband agrees to pay all capital gains tax on profits
made by wife from above home if she so chooses to sale property and
facilitates the listing of property within 60 days of this agree-
ment.

The wife assumes no responsibility for any tax liability that may arise for the years that joint tax returns were filed.

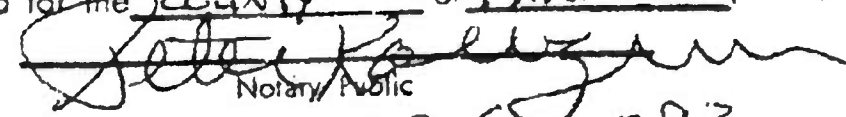

(Signature of Wife)

4/7/90
(Date)


(Signature of Husband)

4/7/90
(Date)

Subscribed and sworn to before me, in my presence,
this 7 day of APRIL 1990, a Notary Public
in and for the COUNTY of PRINCE GEORGES


Notary Public
My commission expires SEP 6 1993

PETER KOWZUN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires SEPC, 1993

LOLA SCHRAMM	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOHN HENRY SCHRAMM	*	CARROLL COUNTY
Defendant	*	C-91-10840-DIV
* * * * *		

JUDGMENT OF DIVORCE

The parties having come before the Honorable Judge Luke K. Burns, Jr. of the Circuit Court of Carroll County on January 27, 1992, parties having been represented by counsel. Emanuel M. Levin, Esquire for the Plaintiff, Lola Schramm, and John J. Losinski, Esquire for the Defendant, John Henry Schramm, and witness testimony and evidence and acknowledgement of an agreement between the parties being presented before the Court. it is this 3rd day of March, 1992, by the Circuit Court for Carroll County,

ADJUDGED AND ORDERED, that an ABSOLUTE DIVORCE be and is hereby granted onto the Plaintiff, Lola Schramm from the Defendant, John Henry Schramm; and it is further,

ORDERED, that no right to alimony, right to an interest by a party in pension rights of the other party, or marital property of the other, other than discussed below shall accrue by the parties express waiver and agreement thereto, thereof, ; and it is further,

ORDERED, that by the express agreement of the parties, the Plaintiff, Lola Schramm shall pay unto the Defendant, John Henry Schramm, the sum of \$2,850.00 and release all right, title and interest she has in the security deposit at 404 Mathias Drive to the Defendant, John Henry Schramm which shall be accepted as full consideration and payment of any right, title and interest he may have in any personal property or real property of Lola Schramm, as

discussed above, however, it shall be titled; and it is further,

ORDERED, by the express agreement by the parties that the husband will effectuate all documents necessary to transfer all right, title and interest he may have in any and all personal property, including but not limited to pension benefits, stock plans, escrow accounts and specifically, his interest in a 1988 Toyota Tercel, vehicle no. JT2EL31D8J0169032, presently in the Wife's possession and titled in both parties names, onto Lola Schramm, Plaintiff; and it is further,

ORDERED, that the Defendant, John Henry Schramm pay the cost of this proceeding, pursuant to said Agreement.

Lola Schramm
LOLA SCHRAMM
Plaintiff

John Henry Schramm
JOHN SCHRAMM
Defendant

APPROVED AS TO FORM AND CONTENT:

ELL
EMANUEL M. LEVIN
Attorney for Plaintiff

John J. Losinski
JOHN J. LOSINSKI
Attorney for Defendant

Duke K. Burns
JUDGE

KATHRYN JEAN WHAITE * IN THE
 Plaintiff * CIRCUIT COURT
 V. * FOR
 BRUCE D. WHAITE * CARROLL COUNTY
 Defendant * CASE NO.: CV 8817
 * * * * *
 BRUCE D. WHAITE *
 Counter-Plaintiff *
 V. *
 KATHRYN JEAN WHAITE *
 Counter-Defendant *
 * * * * *

JUDGEMENT

The Court having taken testimony and having considered the Agreement as to certain matters entered into by the Parties and placed on the record at the time of trial, it is this 3rd day of March, 1992, by the Circuit Court for Carroll County,

ORDERED, that Plaintiff, Kathryn J. Whaite is hereby granted a Judgment of Absolute Divorce from the Defendant, Bruce D. Whaite, and it is;

FURTHER ORDERED, that the provisions of the Agreement entered into between the Plaintiff and Defendant and read into the record at the time of the trial of this case be and they are hereby fully incorporated as a part hereof as follows:

A. Both parties are denied alimony by reason of their express waiver.

B. Each party shall retain as his or her sole and separate

personal property that property which was in the possession of either at the time of trial.

C. Both parties are denied by reason of their express waiver, any and all claims under the Marital Property Act as contained in the Family Law Article of the Annotated Code of Maryland, except as is set forth in this Judgment.

D. The Defendant shall have the exclusive use and possession of the real property known as 910 Lee Avenue until the said property is sold. The Defendant shall pay Three Hundred and Seventy-Seven Dollars (\$377.00) per month on the first mortgage, taxes and insurance and Five Hundred and Eighty Dollars (\$580.00) per month on the second mortgage or equity loan until the said property is sold. The said property shall be listed by a real estate broker selected by the agreement of both counsel to the parties. Defendant shall maintain the said property in proper condition. The Defendant shall not be responsible for any repair to the said property in excess of Fifty Dollars (\$50.00). At the time of settlement following the sale of the said property, the Defendant shall receive a credit for all funds in the escrow account and the funds which are reimbursed by the purchasers for real estate taxes. The Defendant shall not receive any additional credit for the payments required to be made on the first and second mortgage as provided in this paragraph. Defendant shall receive those credits specified hereinafter.

Prior to the time of sale the Defendant shall clean the carpets, repair the hole in the garage, replace 10 foot of copper plumbing pipe and clean the rain gutters at his expense. Neither party shall allow

any liens to attach to the property and in the event that any lien is caused to be attached by either party, it shall be satisfied by that party from that parties share of the net proceeds of sale.

E. At the time of the settlement, the proceeds from the said sale shall be used to pay items in the following order: the first mortgage balance, the second mortgage or home equity loan balance, realtor's commissions, and the remaining closing costs. The Defendant shall receive a credit of \$12,000.00 for previous payments made by him. The then remaining net proceeds shall be paid Seventy Percent (70%) to the Plaintiff and Thirty Percent (30%) to the Defendant.

F. In the event the said property is not sold one year from the date of listing, either party may require a forced sale of the said property at public auction.

G. If Defendant purchases Plaintiff's interest in the said real property prior to the time of the signing of a Contract for Sale or a sale of the property, then the purchase price shall be One Hundred and Seventy Thousand Dollars (\$170,000.00). If the Defendant purchases the said property then he shall be allowed a credit of one-half of the normal closing costs and realtors commissions to be deducted from the \$170,000.00 purchase price.

H. Each party shall pay their own attorney's fees.

I. Each party shall pay one-half of the costs of these proceedings.

J. Each party will be solely responsible for debts he or she has incurred and shall not pledge the credit of the other.

K. This Agreement shall be binding on the heirs, personal

representatives and assigns of each Plaintiff and Defendant.

L. The Parties shall execute any documents that may be required in order to carry out the provisions of their Agreement.

M. All other provisions of the Agreement between the Plaintiff and Defendant are incorporated as if fully set forth herein.

N. The provisions of their Agreement shall not be affected by the determination of this Court of the disputed issues as to the piano, grandfather's clock or the 1990 Accura Integra automobile, and it is;

FURTHER ORDERED, that this Court shall decide the disputed issues as to the above stated piano, grandfather's clock and automobile.

Robert K. Burns
JUDGE

APPROVED AS TO FORM AND CONTENT:

Barry A. Cohen

BARRY A. COHEN
70 Painters Mill Road
Suite J
Owings Mills, Md 21117
Attorney for Plaintiff
(410) 356-4500

Joseph P. Webber

JOSEPH P. WEBBER
306 W. Chesapeake Avenue
Suite 201
Towson, Maryland 21204
(410) 337-8787
Attorney for Defendant

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

KATHRYN JEAN WHAITE

*

PLAINTIFF

*

VS.

*

CASE NO. CV 8817

BRUCE D. WHAITE

*

DEFENDANT

*

* * * * *

MEMORANDUM ORDER

This matter is before the Court on an Amended Complaint for Divorce. The case was set for trial on December 18, 1991. Prior to the taking of testimony, the parties resolved all issues except the ownership of certain items of personal property. The terms of the agreement of the parties was read into the record, and the Court agreed to file a written order determining the ownership of the piano, grandfather's clock, and 1990 Accura Integra.

Concurrent with the filing of this Memorandum Order, the Court has signed the Judgment of Divorce approved by counsel for both parties, which sets forth the agreement of the parties.

Upon consideration of the testimony of both parties, the Court finds that none of the three items in dispute are marital property. Although all were purchased with marital funds, the Court finds sufficient evidence to exclude all three from the statutory definition of Marital Property. Maryland Annotated Code, Family Law Article, §8-201(e).

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD
MAR 3 12 34 PM '92
LAWYER
CLERK

As to the piano and grandfather's clock, the Court finds they are excluded by valid agreement between the parties. The piano was purchased for the Defendant and the grandfather's clock was purchased for the Plaintiff. Both parties agree that was the arrangement, but the Plaintiff would have us believe they are still marital property. We are unconvinced, as her actions point otherwise. There is a plaque on the clock with the Plaintiff's name on it. The Plaintiff lists the clock as non-marital property in her answers to interrogatories. We find the Defendant's version of the parties' agreement more credible. The parties agreed at the time of purchase that the clock would be the Plaintiff's and that the piano would be the Defendant's, even considering the disparity in value. The Plaintiff's desire later to give the piano to their daughter cannot undo the agreement.

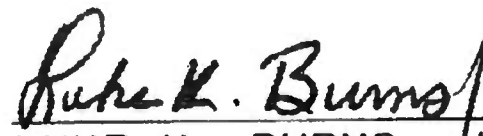
As to the 1990 automobile, the Court finds the parties purchased the car with joint funds and gave it to their son. As the car was disposed of prior to trial, it cannot be considered marital property. Gravenstine v. Gravenstine, 58 Md. App. 158, 472 A.2d 1001 (1984). This is true even if title has not yet been transferred, as a determination of what constitutes marital property is not dependent upon the legalistic concept of title. Harper v. Harper, 294 Md. 54, 448 A.2d 916 (1982).

Therefore, it is this 3rd day of March, 1992 by the Circuit Court for Carroll County

ORDERED, that the grandfather's clock hereby is determined to be the property of the Plaintiff; and it is further

ORDERED, that the Kawaii grand piano hereby is determined to be the property of the Defendant; and it is further

ORDERED, that the 1990 Accura Integra automobile hereby is determined to have been disposed of by the parties prior to the trial of this matter.


LUKE K. BURNS, JR.
JUDGE

c. Barry A. Cohen, Esq.
Joseph P. Webber, Esq.

JOHN M. REYNOLDS

* IN THE

Plaintiff

* CIRCUIT COURT

vs.

* FOR

PRAMOUL REYNOLDS

* CARROLL COUNTY

Defendant

* CASE NO. C-91-11996

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of Master filed in these proceedings, as well as all other proceedings of record, it is therefore this 3RD day of March, 1992, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, John M. Reynolds, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, Pramoul Reynolds; and it is further

ORDERED that the care, custody and control of the parties' remaining minor children, namely Elizabeth Orra Reynolds, born April 1, 1974 and Marie Anne Reynolds, born January 6, 1982, be and the same is hereby granted jointly unto the Plaintiff, John M. Reynolds and the Defendant, Pramoul Reynolds, with the primary physical custody of the children to remain with the Defendant, Pramoul Reynolds; and it is further

ORDERED that the Plaintiff shall pay unto the Defendant as alimony in accordance with the terms of the agreement between the parties the sum of Five Hundred Fifty Six Dollars (\$556.00) per month, for a period of six years accounting from December 1, 1990, in accordance with the agreement between the parties and that thereafter all alimony be waived; and it is further

ORDERED that the Plaintiff shall pay unto the Defendant as child support, the sum of Four Hundred Fifty Dollars (\$450.00) per month, per child, accounting from March 1, 1992 and the Plaintiff shall further maintain medical insurance on said children in accordance with the agreement of the parties; and it is further

ORDERED:

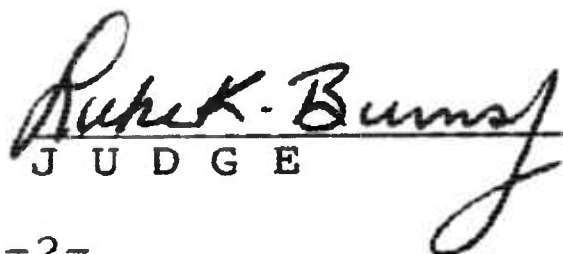
(1) If the Defendant accumulates support payment arrears amount to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that the pertinent parts of the Voluntary Marital Separation and Property Settlement Agreement between the parties dated November 16, 1990, be and the same is hereby incorporated but not merged into this Judgment of Absolute Divorce; and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.


J U D G E

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VOLUNTARY MARITAL SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 16th day of November, 1990, by and between John Michael Reynolds, (hereinafter referred to as the Husband,) and Pramoul Reynolds, (hereinafter referred to as the Wife) and collectively referred to hereinafter as the Parties.

WITNESSETH:

WHEREAS, the parties hereto were married on the 30th day of June, 1971, in a civil ceremony in Bangkok, Thailand; and

WHEREAS, three (3) children were born to the parties during this marriage; namely: Sharon Mary Reynolds, date of birth February 15, 1972, Elizabeth Orra Reynolds, date of birth April 1, 1974, and Marie Anne Reynolds, date of birth January 6, 1982.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart from each other with the intention of terminating their marriage; and

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them, and which may be hereafter acquired by them, without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and of the mutual promises and undertakings contained herein, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

A. SEPARATION. The parties, on the 27th day of October, 1990, mutually and voluntarily agreed to separate, with the intention of terminating their marriage, and to live separate and apart, in separate places of abode, without cohabitation. Each party shall be free from interference, restraint, authority, control or molestation, direct or indirect, from the other, as if each were single and unmarried, except in regard to the relations, duties and obligations hereinafter set forth or unless they should mutually agree, in writing, to vacate this Agreement. Neither shall molest the other, interfere with the other, or attempt to compel the other to cohabit or dwell with him or her, the parties hereto having executed this Agreement with the intent that it shall constitute full corroboration of the mutual and voluntary nature of the separation

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of the parties hereto. Each may reside at such place or places as each may select. Each party may engage in any business, profession, or employment as may be desired for his or her separate use and benefit.

This Agreement shall not constitute a waiver of any ground for divorce which either of the parties may now or hereinafter have against the other.

In case of a reconciliation or in the event that any other impediment to a limited divorce, or absolute divorce shall hereinafter occur, the provisions of this Agreement as to the property rights of each shall not be affected, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement; and this Agreement shall remain binding upon the parties to whatever extent it shall not be contrary to the public policy of the State of Maryland.

B. ALIMONY. The Husband shall pay to Wife, as temporary alimony, the sum of Five Hundred Fifty-Six Dollars (\$556.00) per month, payable on the first day of each month, commencing on the first day of the month following the execution of this agreement, and continuing each month thereafter for a period of six (6) years.

Husband's alimony obligations under this paragraph shall terminate upon the first to occur of any of the following events: (a) remarriage of the Wife; (b) death of wife or husband; or (c) reconciliation between the parties. The parties acknowledge that the amount of temporary alimony payable hereunder is subject to modification by a court of competent jurisdiction in the event of change in circumstances, however, the provisions herein relating to the duration of time (i.e. 6 years) in which alimony is to be paid to Wife by Husband is not subject to modification by any court exercising proper jurisdiction over the parties.

The alimony provisions set forth in this Agreement are made pursuant to Annotated Code of Maryland, Family Law Article, Sections 8-101 to 8-103, and with the full understanding and agreement that this provision is not subject to court modification.

C. PERSONAL PROPERTY. The parties agree that all tangible personal property shall be divided according to Schedules A & B attached hereto and made a part hereof.

The Parties acknowledge that the Wife is in possession of a 1987 Chevrolet Nova automobile which is titled in Husband's name and the Husband is in possession of a 1989 GMC Truck which is titled in both parties names. Husband agrees to sign over the title to the 1987 Chevrolet Nova to Wife and Wife agrees to sign over the title to the 1989 GMC Truck to Husband. Thereafter, both parties agree that they will

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claim no interest in the ownership rights of the others automobile/truck. Each party agrees to indemnify and hold harmless the other from any and all debt or liability related thereto.

The Parties agree to divide equally all marital property, not otherwise listed in Schedules A & B, as that term is defined in Annotated Code of Maryland, Family Law Article, Section 8-201 (e) including any and all stocks and bonds.

Each party shall retain, as his or her sole and separate property any personal effects. Further, the Parties agree that all savings and checking accounts currently owned by them jointly will be divided equally.

D. PENSION. The Husband has a vested interest in a pension through the United States Government as a retiree from the military. It is agreed that, for the purposes of equitable distribution, the valuation of the Wife's interest in the pension plan vests as of the date of execution of this agreement.

The Wife shall receive a forty-six and one-half (46.5%) percent interest of Husband's vested interest in the Pension along with its incremental value, which amount shall be paid monthly until Husband's death.

Under Husband's pension, Wife can elect to continue her forty-six and one-half (46.5%) interest in Husband's pension under the Survivor Benefits Program Coverage beyond Husband's death. Husband shall be responsible to pay the charge for continuation of the Survivor Benefits Program Coverage.

Under Husband's pension, the U.S. Army Finance and Accounting Center, the pension administrator, (USAFAC), will not make any direct payments to Wife of her interest until such time as the parties receive a Judgment of Absolute Divorce. Until such time as the parties obtain a Judgment of Absolute Divorce, and accounting from the date of the execution of this Agreement, Husband will pay directly to Wife each month her interest in his pension.

Husband shall be fully responsible for paying that part of the Survivor Benefits Program Coverage for the children's benefit.

If required, a copy of this agreement will be filed with U.S. Army Finance and Accounting Center.

E. MARITAL HOME. The Parties own, as Tenants by the Entireties, improved premises in Carroll County, Maryland known as 5807 Dale Drive, Eldersburg, Maryland 21784 (the "Home"). The Home is subject to the lien of a mortgage with Foster Mortgage Company of approximately One Hundred

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Twenty Thousand Dollars (\$120,000.00). The parties agree that Wife will have the exclusive possession and use of the Home under the terms and conditions stated herein. Wife's possession and use period shall continue for six (6) years from the date of the separation between the parties. During Wife's possession and use period, she shall be solely responsible for all expenses thereof, including but not limited to, mortgage payments, water and utility bills, real property taxes, telephone service, insurance premiums on the Home and its contents and the costs of any repairs.

At the expiration of Wife's possession and use period, Wife shall have the first option to purchase Husband's interest in the Home. Husband's equity interest in the Home shall be determined by calculating the number of months Husband paid or contributed to the mortgage divided by the number of months since the Home was purchased in July, 1989; That result shall be multiplied by the estimated combined equity in the Home. The combined equity shall be determined by subtracting the mortgage balance from the average of two (2) independent real estate appraisals as to the value of the Home. For example, the Husband has made fourteen (14) payments prior to the separation of the parties. Assume that Wife makes all payments for the six (6) year possession and use period or eighty-four (84) payments. The average of the two (2) appraisals is One Hundred Thousand Dollars (\$100,000.00) and the existing mortgage balance is Fifty Thousand Dollars (\$50,000.00). The combined equity therein would be Fifty Thousand Dollars (\$50,000.00).

Example of Formula:

$$\frac{14 \text{ payments made by Husband prior to separation}}{84 \text{ payments made by Wife after separation}} = 17\%$$

$$17\% \times \$50,000.00 = \$8,500.00$$

Husband's Equity is \$8,500.00

If at the end of Wife's possession and use period, Wife elects not to purchase Husband's interest in the Home or if during Wife's possession and use period, she falls into arrears in the mortgage payment by more than two (2) months, Husband shall have the right to regain exclusive possession of the Home. The Husband shall have the right under either circumstance to purchase Wife's interest therein or to sell the Home. If Husband elects to purchase Wife's equity interest, her equity shall be determined by the formula as aforementioned. However, Wife's equity in no case shall be less than Fifty percent (50%) of the combined equity in the home minus any contributions due to Husband. If Husband elects to sell the Home then upon the sale of the Home, the net proceeds of sale shall be divided equally between the parties, with contributions to Husband for payments he has made after the separation of the parties or during Wife's

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possession and use period. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's commissions and/or attorney's fees incurred in connection with the sale, (b) all expenses of the sale and closing costs, (c) the principal, accrued interest and any prepayment penalty due on the mortgage, (d) contributions to Husband. The net proceeds of the sale shall include any funds credited and/or refunded to the parties from any mortgage escrow account. The parties agree that neither will cause any other liens to be placed on the Home, such as Home equity loans or second mortgages, without the express written consent of the other.

Wife's obligations to pay the mortgage under this paragraph shall commence on December 1, 1990. Further, Wife shall be entitled to claim the interest deduction for the Home on her taxes for so long as she continues to stay current on her mortgage payments. If at anytime, either party elects to purchase the others interest in the Home, then that party shall be responsible for all costs related thereto including preparation and filing of any deeds transferring title in the Home.

F. Child Support, Custody and Visitation. The parties agree to joint custody with the minor children with the Wife having primary physical custody. The Husband agrees to pay to Wife for the support and maintenance of the minor children the sum of Four Hundred Dollars (\$400.00) per month per child until the first to occur of any of the following events: (a) marriage of the child, (b) the child reaching the age of eighteen (18) years,* (c) the child becoming self-supporting, (d) the death of the child or husband, (e) the child changing primary residence from that of Wife to Husband.

The parties agree that Husband shall have liberal visitation of the minor children to include alternating holidays, two (2) weeks summer vacation, one-half (1/2) of the Christmas and Easter school breaks and alternating weekends from Friday evening until Sunday evenings.

Additionally, the Husband shall have visitation with the minor children on his birthday and father's day and the Wife shall have visitation on mother's day and her birthday. Visitation with the minor children on the children's birthday shall be alternated.

If however, either minor child elects, during their minority, to change their primary residence from one parent to the other, that child shall have the right to make that election free from any interference from either party.

G. DEBTS AND BILLS. The Parties acknowledge that there are no joint-marital debts existing at this time.

Except as otherwise provided herein, each party shall assume responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor from and after the date of this Agreement.

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*however, if at the time of termination by reason of age, a child has not yet completed high school, support shall continue until completion of high school or the occurrence of any other terminating event, but in any event no longer than arrival at age 19.

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Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

H. MUTUAL RELEASE AND HOLD HARMLESS. Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

I. INCOME TAX RETURNS. The parties shall file joint Federal and State income tax returns for any calendar year in which they are separated but still married if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon equally, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

Additionally, the Parties agree that the Husband shall be entitled to claim the minor children for federal and state income tax exemption purposes.* The Wife shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that she will not claim the children as dependents for each calendar year. Wife shall give such executed declaration to Husband upon his request, on or before January 1 each year for the calendar year just ended, to enable Husband to attach it to his income tax returns.

J. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE. Except as otherwise provided herein, each of the parties hereto for himself or herself or their respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may have had or may hereafter

* Provided, Husband is strictly complying with the child support provisions of this Agreement.

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acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interest arising under the Marital Property Act, Annotated Code of Maryland, Family Law Article, Sections 8-201 to 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by each shall pass by his or her Will or under the laws of descent as the case might be, free from any right or inheritance, title or claim in the other party as if the parties at such time were unmarried.

K. INSURANCE. The Husband agrees to cover the Wife under his health insurance provided by his employer until such time as the Parties obtain a Judgment of Absolute Divorce. Additionally, Husband shall cover the children under his health insurance policy.

The Parties agree to maintain their current automobile insurance coverage with GEICO until such time as a Judgment of Absolute Divorce is granted and each agrees to pay their proportionate share thereof. Upon the granting of a Judgment of Absolute Divorce, the Parties shall obtain their own automobile insurance coverage.

Additionally, should Wife elect to operate and maintain a day care facility within the Home, she shall provide for and pay the necessary and proper liability insurance for said day care, and shall in all cases indemnify Husband from any and all liability associated with the operation of a day care facility.

L. RESERVATION OF GROUNDS FOR DIVORCE. Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

M. COURT COSTS, MASTER'S FEES. The Husband agrees to pay any court costs, including Master's fees, which shall be necessary in order to effectuate an Absolute Divorce between the parties which shall incorporate the terms of this Agreement.

N. COUNSEL FEES. The Husband agrees to pay his own counsel fees and an amount not to exceed Three Hundred Dollars (\$300.00) towards Wife's counsel fees which are associated with the preparation negotiation and execution of any Separation Agreement and any future representation in effectuating an action for divorce. However, if either party fails to

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abide by the terms of this Agreement, so that enforcement by way of legal proceedings becomes necessary, then the breaching party shall pay the non-breaching party's attorney's fees.

O. CONSULTATION OF COUNSEL. Each party hereto warrants that he or she has read this Agreement, that he or she has had independent legal advice by counsel or the opportunity to consult with counsel of his or her own selection, and that each fully understand the facts and has had the opportunity to be fully informed of all legal rights and liabilities, and after having had the opportunity to be advised each believes this Agreement to be fair, just and reasonable, and that this Agreement is not based upon any representations made to one by the other, or their attorney, or anyone else, that no verbal representations of any character have induced the making of this Agreement other than those enumerated herein, and that each signed this Agreement freely and voluntarily.

P. DEPENDENT COVENANTS. All covenants, promises, undertakings and the like that constitute the transfers of property contemplated by this Agreement shall, be deemed as dependent covenants, promises or undertakings.

Q. TERMS IN CONFLICT WITH THE LAW. If it should appear that any of the terms hereof are in conflict with any rule of law or statute or if any such terms are held to be invalid or unenforceable in a matter involving a dispute arising out of this Agreement, then the terms hereof which may be in conflict or invalid or unenforceable shall be deemed inoperative and null and void insofar as such conflict or unenforceability and for the purposes of said dispute shall be deemed modified to conform to such rule of law or judicial determination. If such terms may not be modified to conform to such rule of law or judicial determination then such terms shall be regarded as severable and this Agreement shall otherwise remain enforceable to the extent that it is not in conflict with any rule of law or statute.

R. FURTHER ASSURANCES. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge, and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

S. APPLICABLE LAW. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Maryland.

T. MODIFICATION. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same

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formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

U. SURVIVAL OF AGREEMENT. It is expressly understood and agreed by the parties hereto that this Agreement is executed in contemplation of effecting an absolute divorce.

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said Decree, then and in that event the parties agree that they shall nevertheless abide by and carry out all of the provisions of this Agreement.

V. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement shall insure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and assigns.

W. DISCOVERY; WAIVER OF RIGHT TO FINANCIAL INFORMATION OF OTHER PARTY. Each party is aware and has been informed that under the law they have broad financial discovery rights of the party's finances, including, but not limited to sworn net worth statements, sworn interrogatories, oral depositions under oath, the right to have accountants and appraisers conduct appraisals, the right to have actuaries evaluate pensions, examine books, records, documents, etc., and that they are waiving such extensive and important rights.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Kirk Seaman
WITNESS

John Michael Reynolds (SEAL)
John Michael Reynolds

Thermon J. Lee
WITNESS

Pramoul Reynolds (SEAL)
Pramoul Reynolds

STATE OF MARYLAND: CITY/COUNTY OF

I HEREBY CERTIFY that on this 2^d day of November, 1990, before me, a Notary Public in and for the aforesaid State and City/County, personally appeared John Michael Reynolds who is personally well known to me to be the person who executed the foregoing voluntary Separation and Property Settlement Agreement, and did acknowledge in due form of law under the penalties of perjury that the matters and things therein are true and that the voluntary separation of both parties to this Agreement was a mutual and voluntary act by each.

WITNESSETH, my hand and notarial seal.

[Signature]
NOTARY PUBLIC

My Commission expires: October 1, 1991

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[Signature]

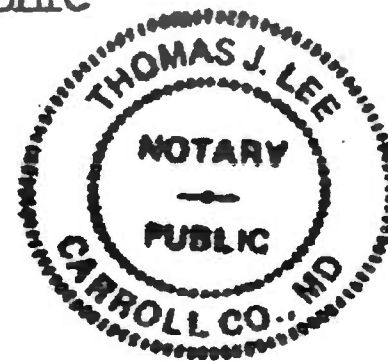
STATE OF MARYLAND: CITY/COUNTY OF

I HEREBY CERTIFY that on this 16th day of November, 1990, before me, a Notary Public in and for the aforesaid State and City/County, personally appeared Pramoul Reynolds who is personally well known to me to be the person who executed the foregoing voluntary Separation and Property Settlement Agreement, and did acknowledge in due form of law under the penalties of perjury that the matters and things therein are true and that the voluntary separation of both parties to this Agreement was a mutual and voluntary act by each.

AS WITNESS, my hand and Notarial Seal.

Thomas J. Lee
NOTARY PUBLIC

My Commission expires: 8/1/93



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Schedule A

Wife's Additional Items of Personal Property

1. Wilton cake decorating supplies
2. Oriental Rugs (all)
3. Marie's Bedroom set
 - a. Bed set (full)
 - b. Family portrait
 - c. Chest of Drawers
 - d. Dresser with mirror
 - e. End table
 - f. Porcelain lamp
 - g. Clock radio GE
 - h. Radio/cassette Hitachi CD-55R
 - i. Turkish wall hanging
 - j. Velvet oil painting (night scene)
 - k. Electric blanket
 - l. Cards of knowledge (animal)
 - m. Student table and chair
4. Master Bedroom set
 - a. Dresser with mirror
 - b. German queen bed w/frame
 - c. End table
 - d. Brass lamp
 - e. Oil painting from Sharon
 - f. Electric blanket
 - g. New file cabinet
 - h. Singer sewing machine
5. Fans
 - a. Two (2) rotating
 - b. Two (2) box
6. Living room
 - a. Four (4) pieces of pit group (end, center, corner, and hideabed)
 - b. Sanyo refrigerator
 - c. Four (4) piece end/coffee table set
 - d. One (1) arch lamp
 - e. Oriental oil painting
 - f. German shrunk
 - Secretary section (two (2) piece)
 - China sections (four (4) piece)
 - g. Ward's 25 inch TV
 - h. Large curtains
 - i. Panasonic 19 inch TV

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[Handwritten signature]

- j. Ladro statues
- k. All porcelain plants
- l. Copper dinnerware
- m. Crystal dinnerware one-half (1/2)
- n. Silverware
- o. JVC 14 inch TV

7. Dining Room

- a. Small crystal chandelier
- b. Large crystal chandelier
- c. Nortakei china set with matching crystal and dinnerware
- d. Pink china shack/tea set
- e. Large table and six (6) chairs
- f. Brass wall plates
- g. Hutch

8. Kitchen

- a. Onedia silverware set
- b. Correll dishes
- c. One-half (1/2) tupperware
- d. One-half (1/2) cake pans
- e. One-half (1/2) corning ware
- f. Large rice cooker
- g. One-half (1/2) cooking utensils
- h. Wall telephone
- i. Toaster
- j. Small electric grinder
- k. Coffee maker
- l. Slow-cooker
- m. Wok (non-electric)
- n. Meal slicer
- o. Waffle maker
- p. Microwave w/stand
- q. Food processor
- r. Sunbeam cake mixer
- s. Kitchen wooden stool
- t. One-half (1/2) german plates

9. Miscellaneous

- a. Fisher VCR
- b. Apple II GS computer system w/printer
- c. Apple computer stand with chair
- d. Kirby vacuum set
- e. Bica table/umbrella set with chairs
- f. Two (2) yellow patio chairs
- g. Sears tool set
- h. Wife's huffy bicycle
- i. Marie's huffy bicycle
- j. Tent

BARTOLINI, BLEECKER
AND SEAMAN
ATTORNEYS AT LAW
1912 LIBERTY ROAD
ELDERSBURG, MD 21784
(301) 549-6363
51 MONROE STREET
SUITE 603
ROCKVILLE, MD 20850
(301) 762-3744
8335 COURT AVENUE
ELLCOTT CITY, MD 21043
(301) 781-6767 OR (301) 461-6767

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- k. Air mattress
- l. Metal shelving units (one (1) gray)
- m. Particle board shelving unit two (2)
- n. Electric piano
- o. Fisher Stereo System (FM271, RA546-8AB)
- p. Equalizer SS-100SL
- q. Cook books
- r. Toy box
- s. Large nut cracker
- t. Hanging lamp
- u. Paintings (four-seasons)
- v. Painting (four-seasons)
- w. Marie's records
- x. Marie's VCR tapes
- y. One (1) Christmas tree and one-half (1/2) ornaments
- z. Washer

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AND SEAMAN
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Schedule B

Husband's Additional Items of Personal Property

1. Master bedroom
 - a. Chest of drawers
 - b. End table
 - c. Clock radio (GE)
 - d. Speaker telephone (GE)
 - e. Oil painting
 - f. Velvet oil painting (sunset scene)
 - g. Turkist wall hanging
 - h. Brass lamp
2. Living room
 - a. Pitgroup pieces (Corner, Center, end, ottoman)
 - b. Arch lamp one (1)
 - c. Wards 19 inch TV
 - d. Oil painting (bridge scene)
 - e. Grand parent's portrait
 - f. Twelve (12) Crystal glasses
3. Kitchen
 - a. Old silverware from Udon
 - b. One-half (1/2) tupperware
 - c. One-half (1/2) cake pans
 - d. One-half (1/2) corning ware
 - e. Old rice cooker
 - f. One-half (1/2) utensils
 - g. Small kitchen table & four (4) chairs
 - h. Warming tray
 - i. One-half (1/2) german, plates
4. Dining Room
 - a. Bar section of German shrunk
 - b. Sake set

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AND SEAMAN
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5. Miscellaneous

- a. 286 computer system w/epson printer
- b. New computer desk
- c. Old apple computer
- d. Books except cook books and children book (exception Goodhouse Keeping's cookbook & sewing book)
- e. Cannon VCR system
- f. Dart board w/darts
- g. Husband's puegot bike
- h. Golf clubs & cart
- i. Cannon 35mm cameras w/lenses
- j. Olympus 35mm camera
- k. Binocular
- l. Projectors
- m. Alice's oil paintings
- n. Non-oriental rugs
- o. Power/Hand tools
- p. Miscellaneous Hardware w/storage bins
- q. Electronic equipment
- r. German air mattress
- s. Dual 1219 turntable
- t. Coral speakers
- u. Pioneer receiver/amp SX-440
- v. Teac X-300R recorder
- w. Small box fan
- x. Brown and blue box fan
- y. Electric broom
- z. Husband's Records
- aa. VCR tapes except Maries
- bb. One (1) Christmas tree & one-half (1/2) ornaments

BARTOLINI, BLEECKER
AND SEAMAN
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(301) 781-6767 OR (301) 461-6767

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KATHLEEN ELIZABETH ARONHALT : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 JAMES LEE ARONHALT : CARROLL COUNTY
 Defendant : CASE NO. C-91-11757

JUDGMENT OF LIMITED DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{March} 3rd day of ~~February~~, 1992, that the Plaintiff, KATHLEEN ELIZABETH ARONHALT, be and she is hereby granted a LIMITED DIVORCE from her husband, the Defendant, JAMES LEE ARONHALT; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, CHRISTOPHER JAMES ARONHALT (born June 19, 1981) and ELIZABETH ANN ARONHALT (born December 19, 1983) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$34.35 per week per child, said payments to account from January 10, 1992, said payments being subject to the further Order of this Court and said payments being subject to the following provisions of law:

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(1) If the Obligor accumulates support payments

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arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the issue of alimony be reserved for future determination by this Court; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding and the Master's fee.

Luke K. Burns. JUDGE

KAREN A. SPENCER : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 HOWARD LEE SPENCER : CARROLL COUNTY
 Defendant : CASE NO. CV 10081

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{3rd} day of ^{March} ~~February~~, 1992, that the Plaintiff, KAREN A. SPENCER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, HOWARD LEE SPENCER; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, LEE ANNE SPENCER (born March 3, 1977) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances all subject to the further jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$84.42 per week, said payments being subject to the further review of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

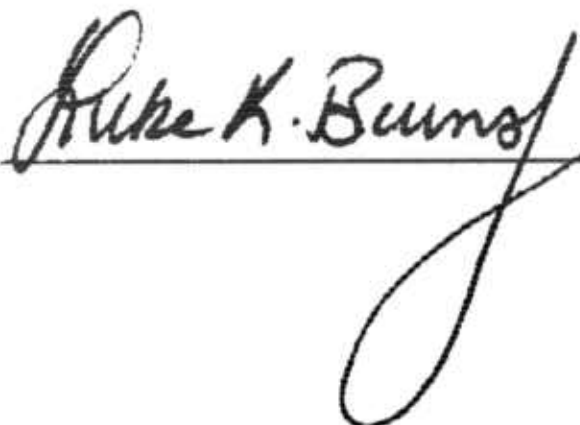
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(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated September 1, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding and the Master's fee in the amount of \$100.00.


JUDGE

SEPARATION AGREEMENT

THIS AGREEMENT, made this 15th day of SEPTEMBER, 1991, by and between KAREN A. SPENCER, hereinafter referred to as "Wife", and HOWARD LEE SPENCER, hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

The parties were lawfully married by a religious ceremony on June 2, 1973, in Baltimore City, Maryland.

Differences have arisen between the parties and the parties having mutually and voluntarily agreed to live separate and apart in separate abodes, without cohabitation and they have separated pursuant to said agreement on or about July 1, 1990, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of alimony, counsel fees, child support, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property and all other matters of every kind and character arising from the marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties hereby covenant and agree as follows, all as of the effective date hereof:

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CC. KAREN SPENCER 9/24

1. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode, without any cohabitation, with the intention of terminating the marriage, do hereby expressly agree to continue to do so. Each party shall, as far as the law allows, be free of interference, authority, and control, direct or indirect, by the other as fully as if she or he were single and unmarried.

2. Neither party shall interfere with or molest the other or endeavor in any way to exercise any marital relations with the other or to compel the other to cohabit or dwell with him or her.

3. Wife hereby releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support and maintenance, both pendente lite and permanent. The Wife expressly acknowledges that her mutual waiver of alimony and support and maintenance herein set forth is not subject to any modification by any Court for any reason whatsoever.

4. Husband hereby releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support and maintenance, both pendente lite and permanent. The Husband expressly acknowledges that his mutual waiver of alimony and support and maintenance herein set forth is not subject to any

modification by any Court for any reason whatsoever.

5. The parties own a marital home, as tenants by the entireties, improved premises in Carroll County, Maryland known as 1103 Holiday Lane, Westminster, Maryland 21157. Within thirty (30) days of the date of the Agreement, Husband shall convey to Wife all of his right, title and interest in and to the marital home and the lot upon which the marital home is situated. At the same time, Husband shall pay off the mortgage on the marital home so that Wife shall be able to take the property free and clear of all liens and encumbrances. Thereafter, Wife shall be solely responsible to pay all expenses of the home, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the home and contents and the cost of pest control, and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and she shall indemnify Husband from any liability therefor. Wife shall hold the home as her sole and exclusive property, free and clear of any interest of Husband. Upon sale of home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

6. With respect to all property transferred between the parties pursuant to this Agreement, within sixty (60) days of the

date of each transfer, the transferor shall provide the transferee with records to determine the adjusted basis and holding period of the property as of the date of the transfer, together with any additional documentation or information necessary to permit either or both parties to comply with tax reporting and record keeping requirements.

7. Wife shall waive any and all right, title and interest which she may have in any other jointly owned property or marital property which Husband currently owns in his own name, including but not limited to Lots 1, 2 and 3 of the Spencer Subdivision, the parties' boat, Husband's pension plan, bank accounts, automobiles, tools and furnishings located outside the marital home.

8. Simultaneously with the conveyance of the marital home to Wife, Husband shall pay to Wife in cash or by bank certified check a monetary award in the amount of \$5,000.00.

9. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at 1103 Holiday Lane, Westminster, Maryland 21157, shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's

residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

10. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, or money market funds in his or her own name, free and clear of any interest of the other.

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11. Husband shall pay to Wife, for the support and maintenance of Lee Anne Spencer, born March 3, 1977, the sum of ~~Eighty-Four Dollars and Forty-Two Cents (\$84.42)~~ *per week* ~~Three Hundred Sixty Five Dollars and Eighty Four Cents (\$365.84)~~ per month until the first to occur of any of the following events: (1) death of the child or husband; (2) marriage of the child; (3) the child's becoming self-supporting; or (4) the child's eighteenth birthday.

12. Wife shall have the care and custody of the minor child with the right and privilege of Husband to visit the child and have her with him at all reasonable times and places, including but not limited to, every other weekend from Friday evening to Sunday evening, one evening during the week and two weeks during the summer.

13. Wife agrees to continue to provide medical insurance on the minor child for so long as said insurance is available to her through her employment at a reasonable cost. Wife shall also

continue to provide such insurance for the benefit of Husband until the date either party is granted an absolute divorce.

14. Husband shall ^{HAS} be responsible for two-thirds and Wife for one-third of all ~~extraordinary~~ ^{HAS} medical and dental expenses incurred on behalf of the minor child, including the cost of counselling, which are not covered by medical insurance.

15. Husband shall maintain a \$25,000.00 life insurance policy upon himself with Wife as the beneficiary as long as Husband's child support obligation remains.

16. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

17. Except as otherwise provided herein, each of the parties hereto, for himself or herself, and for his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other any and all rights or interests

which he or she now has or may hereafter acquire in the real, personal, or other property of the other. Each of the parties agrees to execute and deliver all deeds, releases, quit claims or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party and interests incident to the marriage relation now or at any time hereafter existing or occurring in the property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Maryland Code Family Law Article § 8-201 et seq. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and that upon the death of either, the property, both real and personal, then owned by him or her, shall pass by his or her Will or under the laws of descent as the case may be, free from any right of inheritance, title, or claim in the other party as if the parties at such time were unmarried.

18. Each of the parties agrees to pay his or her own counsel fees, both for the preparation of this Agreement and for the entire representation by counsel in this matter.

19. Husband shall be responsible for any Court costs, including the costs of the Examiner-Master in any divorce proceeding that may be instituted between the parties.

20. With the approval of any Court of competent jurisdiction in which any divorce proceeding may be pending or which may hereafter be instituted, this Agreement will be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision thereof, in said decree, then, and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for absolute divorce against the other in any jurisdiction based upon any part or future conduct of the other, nor to bar the other from defending any such suit. However, in the event any such action is

instituted, each party shall be bound by all the terms of this Agreement.

21. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or exercise any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any power or other right in my property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

22. The parties expressly acknowledge that this Agreement shall be forever binding between the parties except as herein stated or unless modified, rescinded or abrogated by a formal written instrument and not by the act of the parties. Therefore, resumption of cohabitation or reconciliation shall not void this Agreement.

23. The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that each party has had the opportunity for advice of counsel in the execution of this instrument, particularly, Husband has been represented by John F. Eckhart and Parks, Hansen & Ditch, and Wife has been represented

by Keith D. Saylor, Esquire; and that no representations of fact have been made by either party to the other except as herein expressly set forth. There are no warranties, promises, covenants, or undertakings other than those expressly set forth herein, and each party acknowledges that this Agreement is fair and reasonable and that each signs this Agreement freely and voluntarily.

24. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

25. This Agreement shall be construed in accordance with the laws of the State of Maryland.

26. This Agreement supersedes any Agreement made between the parties either orally or written.

27. Each party is satisfied with the nature and extent of the financial disclosure.

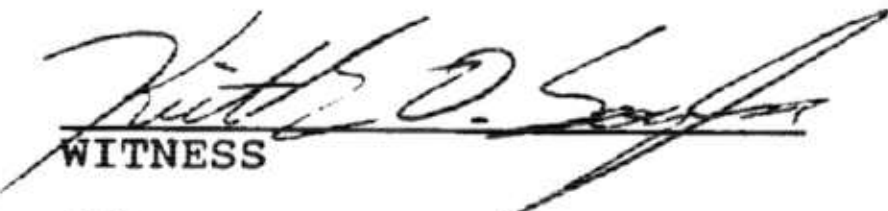
28. A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

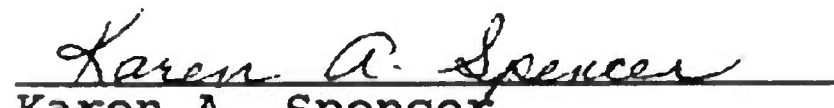
B. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

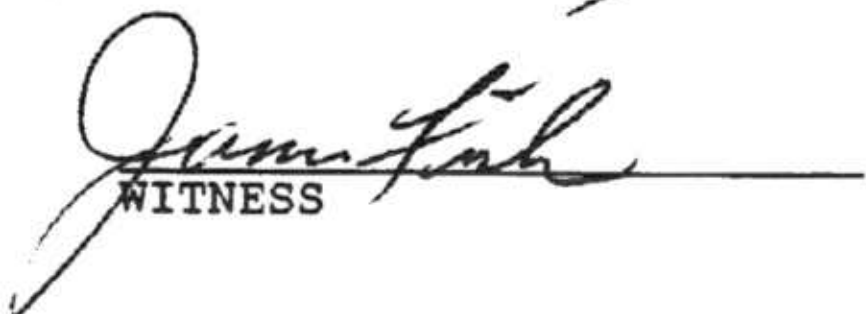
C. This Agreement shall be executed in duplicate or more copies, and each executed copy shall have the same force and effect as if it were the original copy.

D. This Agreement shall be irrevocably binding upon the parties, their respective heirs, personal representatives, and assigns. The parties and their respective heirs, personal representatives and assigns shall execute such other supplemental agreements, deeds, releases or other writings as may be necessary or advisable to carry out the full intent and meaning of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and affix their seals the date and year first above written.


WITNESS


Karen A. Spencer (SEAL)


WITNESS



Howard Lee Spender (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1st day of September, 1991, before me, a Notary Public, in and for the State and County aforesaid, personally appeared KAREN A. SPENCER and she made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

Keith D. Saylor
Notary Public



My Commission Expires: 9/1/94

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1st day of August, 1991, before me, a Notary Public, in and for the State and County aforesaid, personally appeared HOWARD LEE SPENCER, and he made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Joan K. Spencer
Notary Public

My Commission Expires: 7/1/94

TIMOTHY WESLEY BITZEL : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 LISA DAWN BITZEL : CARROLL COUNTY
 Defendant : CASE NO. CV9347

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{March} 3rd day of ~~February~~, 1992, that the Plaintiff, TIMOTHY WESLEY BITZEL, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LISA DAWN BITZEL; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, TAMARA MICHELLE BITZEL (born July 26, 1983) and JEANETTE DAWN BITZEL (born April 26, 1985) be and the same is hereby declared to be joint, primary physical custody being with the Plaintiff and reserving unto the Defendant reasonable rights of visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the parties be and they are hereby charged generally with the support of said children; and

IT IS FURTHER ORDERED, that the Separation Agreement dated November 8, 1989 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

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IT IS FURTHER ORDERED, that the parties divide
equally the costs of this proceeding.

John H. Burns JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 8th day of November, 1989, by and between LISA DAWN BITZEL, hereinafter called "Wife," and TIMOTHY WESLEY BITZEL, hereinafter called "Husband."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on February 10, 1983, in Carroll County, Maryland. Two children were born to them as a result of their marriage, namely, TAMARA MICHELLE BITZEL, born July 26, 1983 and JEANETTE DAWN BITZEL, born April 26, 1985, hereinafter referred to as the children. Differences have arisen between the parties and they are now and have been since prior to May 31, 1989, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their minor children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1.. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or

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hereafter have against the other, the same being hereby expressly reserved.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he were unmarried. Each of the parties releases all

claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION. Husband and Wife shall have the joint care, custody and control of the parties' minor children, subject however to reasonable rights of visitation on the part of both. It is expressly agreed between the parties hereto that the children shall primarily reside with the Husband at his residence at 3820 Backwoods Road, Westminster, Maryland, 21157.

4. CHILD SUPPORT. The parties agree that they shall jointly bear all expenses related to the care and support of said minor children and that no specific amount of child support shall be payable from one party to the other.

5. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. REAL PROPERTY. The parties are the owners as tenants by the entireties of all that tract or parcel of land containing 1.825 acres, more or less, conveyed unto them by deed of Russell A. Stonesifer and Theada E. Stonesifer, dated December 30, 1983 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 854, Folio 116, etc. less so much thereof as was conveyed to the County Commissioners of Carroll County by deed of Timothy W. Bitzel and others dated September 24, 1987 and recorded among the Land Records of Carroll County in County Roads Deed Book No. 10, Folio 373, etc. Said premises is subject to all operation and effect of a mortgage from Timothy W. Bitzel and Lisa D. Bitzel to Trustees for Taneytown Bank & Trust Company dated June 30, 1986 and recorded among the Land Records of Carroll County in Liber L.W.S. No. 957, Folio 742, etc. The parties agree that within thirty (30) days from the date of execu-

tion of this agreement Wife will convey all of her right, title, estate and interest in and to said real property unto Husband. It is further agreed between the parties hereto that Husband shall promptly execute an appropriate Last Will and Testament devising \$20,000.00 from the proceeds or equity in said residence unto the children born unto the parties hereto. Further, Husband agrees that upon any sale of said residence during his lifetime, \$20,000.00 of the proceeds from the sale of said residence shall be held by him in such manner so as not to jeopardize the intent of the parties hereto that the Wife's equity in said residence, or any proceeds therefrom, shall pass to the parties' children in the event of the death of Husband or sale of said residence. It is expressly agreed between the parties hereto that Husband may occupy said residence and shall pay all mortgage payments, taxes, and insurance which may accrue and be due on said residence from time to time.

7. PERSONAL PROPERTY. Prior to the execution of this Agreement, the parties divided their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, and other assets

of any kind or nature in his or her own name, free and clear of any interest of the other.

8. INSURANCE. The parties agree that the \$50,000.00 life insurance policy presently issued on the life of Husband and the \$25,000.00 life insurance policy presently issued on the life of Wife, both of which are issued by Nationwide Insurance Company, shall be maintained until both of the parties' children have attained the age of 18 years, die, become self-supporting or otherwise emancipated. During said period of time and until such event occurs, both parties agree that they shall designate the other as Trustee for the benefit of the minor children of the parties hereto as primary beneficiary on said policies and each shall respectively promptly pay the insurance premium which may be due and payable from time to time on each of said policies. Upon the occurrence of the event herein set forth, such that the designation of such beneficiaries is no longer required, then each party hereto shall be free to designate the beneficiary on his or her respective policies as he or she may deem reasonable, necessary or appropriate.

9. DEBTS. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in

the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations. The parties agree to jointly pay any and all debts contracted by either up until the date of the separation set forth herein.

10. INCOME TAX RETURNS. The parties shall file joint Federal and State income tax returns for the calendar year 1989, and for any subsequent year during which the parties shall be Husband and Wife and entitled under the applicable laws and regulations to file joint returns, if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party shall save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions. The parties hereby agree to divide any refund in taxes received as a result of filing jointly Federal and State income tax returns pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year.

11. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or

her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

12. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

13. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

14. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

15. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

16. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

17. VOLUNTARINESS AND ACKNOWLEDGMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

18. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

19. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the

Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

20. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Clair Rogers Lisa Dawn Bitzel (SEAL)
LISA DAWN BITZEL
Thom A. Bitzel Timothy Wesley Bitzel (SEAL)
TIMOTHY WESLEY BITZEL

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 31 day of October, 1989, the above-named LISA DAWN BITZEL, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Kenneth M. Inoué
Notary Public

My Commission Expires: July 1, 1990

-11-

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 8th day of November, 1989, the above named TIMOTHY WESLEY BITZEL, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Thomas F. Stansfield
Notary Public

THOMAS EARL LUCAS : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 MARY LISA LUCAS : CARROLL COUNTY
 Defendant : CASE NO. C-92-12412

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 29th day of February, 1992, that the Plaintiff, THOMAS EARL LUCAS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARY LISA LUCAS; and

IT IS FURTHER ORDERED, that custody of the minor child of the parties, COURTNEY ELIZABETH LUCAS (born April 7, 1985) be and the same is hereby declared to be joint with primary physical custody with the Defendant and reserving unto the Plaintiff reasonable rights of visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay to the Defendant the sum of \$300.00 per month as child support, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

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 COURT
 AND
 MAR 2 3 32 PM '92
 [Signature]
 CLERK

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated January 16, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.



JUDGE

MARITAL SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 16 day of January, 1990, by and between MARY LISA LUCAS, residing at Anne Arundel County, State of Maryland, hereinafter called "wife" and THOMAS EARL LUCAS, residing at Baltimore County, State of Maryland, hereinafter called "husband".

EXPLANATORY STATEMENT

THE PARTIES were legally married on April 27, 1984, in Baltimore County, Maryland, through a civil ceremony. One (1) child was born of this marriage; namely COURTNEY ELIZABETH LUCAS, born April 7, 1985.

For causes arising prior hereto, the parties are not now living as husband and wife. On April 1, 1990, the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation and they have continued to do so since that date.

Without waiving any ground for divorce which either of them may now have or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize their voluntary separation and settle all questions pertaining to their respective property rights, spousal support, child custody and support, and counsel fees, and all other matters growing out of their marital relationship.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants of each of the parties and other good and valuable consideration, they do hereby covenant and agree with each other and for their

Exhibit "A"

respective heirs, personal representatives and assigns, as follows:

RESERVATION OF GROUNDS

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

TERMS OF SEPARATION

2. The parties mutually and voluntarily agree with the intention of terminating the marriage and continue to live separate and apart, in separate places of abode, without any cohabitation, as they have since April 1, 1990.

3. Each party shall be free from interference, direct or indirect, by the other as fully as though unmarried. Neither party shall molest or malign the other; compel or endeavor to compel the other to cohabit or dwell with him or her; nor use violence, or restraint against the other. Each party may, for his or her separate benefit, engage in any employment, business or profession and may reside in any place he or she may choose.

4. In the event of a reconciliation, either temporary or permanent, such reconciliation shall in no way affect the provisions of this Agreement having to do with the settlement and disposition of their property rights in their respective realty and personalty, unless a new Agreement is entered into in writing mutually revoking and rescinding this Agreement and entering into a new one.

SUPPORT AND MAINTENANCE OF WIFE

5. Both parties hereby agree to waive any rights which they may now have or hereafter acquire to claim spousal support from the other.

SUPPORT, MAINTENANCE AND CUSTODY OF MINOR CHILD

6. The parties mutually agree that the parties shall have joint legal custody of the minor child, Courtney Elizabeth Lucas. Said child shall physically reside with the wife, Mary Lisa Lucas.

7. The parties further agree that husband shall have reasonable visitation rights with respect to said minor child. The Parties hereby agree that Thomas Earl Lucas shall pay Three Hundred (\$300.00) Dollars per month total in child support for the minor child. The amount of child support is always subject to review by the appropriate Court. Said payments with respect to said minor child shall cease and terminate upon the first to occur of any one of the following events as to such child: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said child or husband.

8. It is further agreed by the parties that the wife shall carry medical insurance on the minor child until one of the aforestated conditions is met. It is also agreed that the wife is to carry medical insurance on the husband until the date that the Judgment of Absolute Divorce is granted.

PERSONAL PROPERTY

9. The parties hereby covenant and agree that all personal property not specifically referred to herein has been divided to their mutual satisfaction prior to the execution of this Agreement

10. Wife hereby agrees that husband shall own, have and enjoy independent of any claim or right of wife, all wearing apparel, personal ornaments and other personal property belonging to the husband and now or hereafter in his possession, custody or control.

11. Husband hereby agrees that wife shall own, have and enjoy independent of any claim or right of husband, all wearing apparel, personal ornaments and other personal property belonging to the wife and now or hereafter in her possession, custody or control.

12. The parties further agrees that the Husband is to reside in the marital home, located at 1113 Plover Drive, Arbutus, Maryland 21227, for up to twenty-four (24) months from the date of the execution of this Agreement. The parties further agree that the Husband will be exclusively responsible for making the monthly mortgage payments and any other expenses incidental to the upkeep and maintenance of the house. At the end of the aforesated twenty-four (24) month period, the house is to be sold, and the parties agree to evenly divide any net equity accrued in the house up to the sale date, minus a set-off for any principal paid by the husband beginning on April 1, 1990.

OUTSTANDING DEBTS NO FURTHER PLEDGE OF CREDIT

13. The parties agree that all credit card account, heretofore maintained and titled in the respective separate names of the parties, will remain as such and that neither party will seek any contribution, indemnification, nor payment therefore. The parties agree that this atrangment also holds true for all Individual Retirement Accounts, mutual funds, stocks, bonds, and

CHARLES L. WAECHTER
ATTORNEY AT LAW
1300 EAST DRIVE
BALTIMORE, MARYLAND
21227
242-4745

savings and checking accounts.

OUTSTANDING DEBTS

14. The parties also agree that they will forever waive any right, title, or interest whatsoever on one another's employment pension plan.

15. The parties agree that husband will retain possession and exclusive ownership to the 1990 Chevrolet K1500 Truck and the 1981 TC3 automobile, presently titled in his name alone. The parties also agree that the wife will retain possession and exclusive ownership of the 1987 Subaru RX vehicle. Both parties also agree to forever waive any right, title and interest in their respectively titled automobiles.

OUTSTANDING DEBTS NO FURTHER PLEDGE OF CREDIT

16. From the date of the execution of this Agreement, neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other, except as otherwise provided in this Agreement or by mutual consent of the parties.

17. The parties hereby agree to execute and file joint Federal State of Maryland income tax returns for the year 1990. For any subsequent year during which shall be husband and wife, the parties agree that they shall file separately. Each party shall pay that proportionate share of the taxes which shall be attributable to his or her respective earnings or income and each shall indemnify and hold harmless the other against any liability for his or her own proportionable share of said tax. Also, the

parties agree to share equally in the act of preparing said tax returns.

COUNSEL FEES AND COURT COSTS

18. The parties hereby agree that each shall be responsible for his or her own attorney's fees and the parties hereby release each other from any obligation to pay another or further counsel fees in connection with this matter whatsoever. The parties further agree that husband will pay all court costs, including, but not limited to, filing fees and Master's fees, associated with obtaining the uncontested divorce. In the event that this divorce is contested then there is no agreement as to costs and fees.

MUTUAL RELEASES

19. Except for the right, which each of the parties respectively reserves, to assert as a ground for divorce any cause of ground which either of them may now or hereafter have against the other, and except for the rights provided or reserved in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may now have against the other and they do hereby further mutually release, waive, surrender and assign to the other his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they hereafter have as the husband, wife, widower, widow, or next of kin, successor or otherwise, in

and to any property, real or personal, that either of said parties might now have or which they hereafter have as the husband, wife, widower, widow, or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights or dower, community or marital property, statutory thirds, halves or legal shares of widow's or widower's right, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including that right to administer upon the estate of the one so dying.

FURTHER ASSURANCES

20. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and to do any other act any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

INCORPORATION

21. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in

any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provision thereof in said decree, then and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, hereby agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, that same shall not be merged in said decree, but said Agreement and all of the Terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

INTEGRATION

22. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

INDEPENDENT COUNSEL, PARTIES FULLY INFORMED

23. Each of the parties has been fully informed as to the financial and other circumstances of the other. Each party has been advised of their right to have independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

MODIFICATION AND WAIVER

24. No modification or waiver by the parties of any of the

terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. In addition, none of the provisions of this Agreement shall be subject to modification by any Court.

CONTROLLING LAW

25. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

SEVERABILITY

26. Each and every paragraph of this Agreement and each part thereof shall be considered to be severable from each and every other such paragraph or portion thereof, and if any part of this Agreement shall be judged to be invalid, null or void, such shall in no way affect the validity or enforceability of any other paragraph or portion thereof in this Agreement and the Parties shall nevertheless carry out and abide by the contents and purposes of this Agreement.

EFFECTIVE DATE

27. The effective date of this Agreement shall be

16 January, 1990.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to two (2) counterparts of this Agreement, each of which shall constitute an original, this _____ day of _____, 1990.

WITNESSETH:

As To Husband

Thomas Earl Lucas (SEAL)
THOMAS EARL LUCAS

As To Wife

Mary Lisa Lucas (SEAL)
MARY LISA LUCAS

STATE OF MARYLAND, COUNTY OF

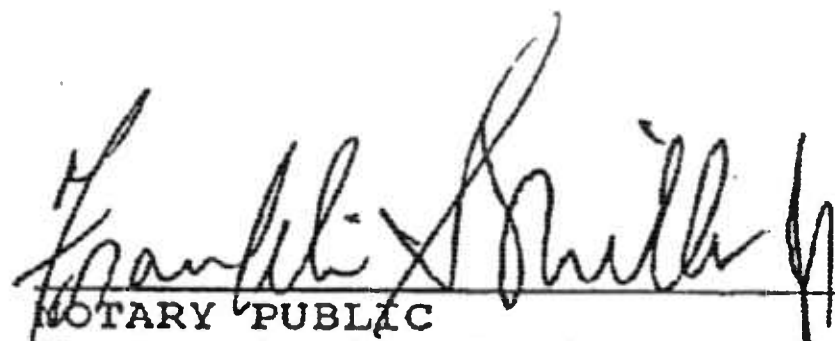
I HEREBY CERTIFY that on this 16 day of Jan,
¹⁹⁹¹1990, before me, a Notary Public in and for the State of Maryland
and County aforesaid, personally appeared THOMAS EARL LUCAS, and
made oath in due form of law that the matters and facts with
respect to the voluntary separation set forth herein in the
aforegoing Agreement are true and correct as therein stated and
acknowledged said Agreement to be his act.

Diana M. M...
NOTARY PUBLIC
My Commission Expires: 2-1-94

STATE OF MARYLAND, COUNTY OF

I HEREBY CERTIFY that on this 30th day of October

1990, before me, a Notary Public in and for the State and Count
aforesaid, personally appeared MARY LISA LUCAS and made oath i
due form of law that the matters and facts with respect to th
voluntary separation set forth herein the foregoing Agreement ar
true and correct as therein stated and acknowledged said Agreement
to be his act.


NOTARY PUBLIC
My Commission Expires:
Jan 1, 1994

DENNIS HAYDEN KING : In the
 Plaintiff : Circuit Court
 vs : for
 BRENDA EILEEN KING : Carroll County
 Defendant : Case No. C-91-12163 DV

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WEHREUPON IT IS ORDERED this 29th day of February, Nineteen Hundred and Ninety-two, that the above-named Plaintiff, Dennis Hayden King, be and he is hereby granted an Absolute Divorce from the Defendant, Brenda Eileen King; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated October 31, 1991 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay unto the Defendant alimony pursuant to said Marital Settlement Agreement; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and


It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

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It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the name of the Defendant, Brenda Eileen King, be and the same is hereby changed to Brenda Eileen McHale, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.



Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 31st day of OCTOBER, Nineteen Hundred and Ninety-one, by and between DENNIS HAYDEN KING, whose present mailing address is 12360 Glen Owings Drive, P. O. Box 690, Reisterstown, Maryland 21136, hereinafter called "Husband", and BRENDA EILEEN KING, whose present mailing address is 78 Ritters Lane, Owings Mills, Maryland 21117, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Baltimore County, State of Maryland, on the 12th day of September, 1986.

The parties have mutually agreed to voluntarily separate and did so on November 25, 1990, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefit arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE
SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on November 25, 1990.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to

PL Extra No 1

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- 2 -

reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

ALIMONY

(5) Commencing with the date of the separation, Husband has paid unto the wife the sum of Two Hundred Dollars (\$200.00) per week in the form of alimony. Husband shall continue the payment of Two Hundred Dollars (\$200.00) per week in the form of alimony until such time as the jointly owned improved property is sold and said sale is closed. Beginning the Friday following the closing of the sale of 78 Ritters Lane, Owings Mills, Maryland 21117, Husband shall commence paying unto the wife, in the form of alimony, the sum of Three Hundred Fifty Dollars (\$350.00) per week, and said payments shall continue for the

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period of five (5) years, including the first such payment of Three Hundred Fifty Dollars (\$350.00), or until Wife shall re-marry, or assume a common-law living arrangement with a male person not related to her within the first degree of consanguinity, whichever event shall first occur.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

MEDICAL EXPENSES FOR WIFE

(6) Husband agrees to maintain his present medical insurance for the benefit of the Wife until such time as a final divorce is effected. Following a final divorce between the parties, Husband shall fund the premium for Wife to continue her health care coverage, under the provisions of COBRA, or under the provisions of Article 48A, Section 490 et seq., Annotated Code of Maryland, through the plan which covers Husband through his employment, for a period not to exceed two (2) years, or until Wife shall re-marry, or assume a common-law living arrangement with a male person not related to her within the first degree of consanguinity, whichever event shall first occur.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(7) The parties have heretofore divided their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

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MOTOR VEHICLES

(8) The 1987 Mazda automobile presently being driven by Wife shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of Husband, and she may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. Husband agrees to effect the issuance of a new Certificate of Title for said automobile in Wife's name alone. If said motor vehicle is subject to a lien, Husband agrees to assume responsibility for the payment of said debt and to indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligation. Husband further agrees that if Wife elects within sixty (60) days of the date of this Marital Settlement Agreement to replace said vehicle, Husband will assist her in obtaining a replacement vehicle, but the extent of Husband's financial assistance shall not exceed Eighteen Thousand Dollars (\$18,000.00).

Husband shall pay the liability, PIP, comprehensive, collision and uninsured motorist premiums on said vehicle for a period of two years following the date of this Marital Settlement Agreement, or until the Wife re-marries, or until the wife assumes a common-law living arrangement with a male person not related within the first degree of consanguinity, whichever event shall first occur.

REAL ESTATE

(9) The parties own, as tenants by the entirety, improved real estate located at 78 Ritters Lane, Owings Mills, Baltimore County, Maryland 21117. Said property is encumbered by one or more mortgages.

The parties agree that said property will be immediately listed with a broker of Husband's choice at a price to be set by Husband.

Until the sale and final closing of said sale, Wife shall continue to reside in said property, and shall fully cooperate in the showing of said property for the purposes of effecting such sale.

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Upon Husband paying the sum provided in Paragraph (13) MARITAL PROPERTY SETTLEMENT, infra, Husband shall be entitled to retain all net proceeds resulting from the sale of said 78 Ritters Lane, Owings Mills, Maryland 21117.

During the tenure of Wife's occupancy of said property, Husband shall pay all mortgage obligations, real estate taxes, hazard insurance premiums, utility bills, including telephone basic charges, heating and cooling costs, yard care, trash removal, and maintenance.

Should Wife elect to live elsewhere, or re-marry, Husband shall have the right to occupy said premises, or rent them, as he, in his sole and absolute discretion, shall deem proper.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS
SAVINGS BONDS, CERTIFICATES OF DEPOSIT
STOCKS, AND OTHER MONETARY ASSETS

(10) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(11) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

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Wife specifically covenants that she has not created and "credit card charges" for which Husband is, or may be liable, subsequent to the date of January 1, 1991, and that she has fully disclosed to Husband all such debts created by her prior to January 1, 1991.

TUITION

(12) Husband agrees to pay wife's tuition at Towson State University, or such other institution as Wife may elect to attend to the extent of Ten Thousand Dollars (\$10,000.00). Wife acknowledges that Husband has already advanced Three Thousand (\$3,000.00) toward her tuition, and that Husband is to be credited with that amount against his total liability under this provision.

MARITAL PROPERTY SETTLEMENT

(13) Each party has had explained to him or her the Marital Property Disposition Act as the same is embodied in Title Eight of the Family Law Article of the Annotated Code of Maryland. In consideration of the payment to Wife of the lump sum of One Hundred Thirty Thousand Dollars (\$130,000.00) at the time of the final closing of the sale of the aforesaid 78 Ritters Lane, Owings Mills, Maryland 21117, and in further considerations of the other provisions made for Wife herein, Wife does agree (1) to waive, surrender, release and forego any further adjustment of property rights between Husband and Wife, and (2) to execute all such documents as may be necessary to transfer all of her right, title and interest in and to all other assets of the parties, whether or not mentioned herein, unto Husband, including, but not limited to all corporations, partnerships, real estate, vehicles, equipment, accounts receivables, contracts in progress, debts owed to him, and all other assets of whatever kind nature and description. It is Wife's express intent that this Marital Settlement Agreement is the full and final settlement of property interests between the parties.

WAIVER OF RIGHTS

(14) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective

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heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Title 8, Subtitle 2, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(15) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees, except that Husband agrees to make a One Thousand Dollar (\$1,000.00) contribution toward Wife's counsel fees, and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(16) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or

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decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

POWER OF ATTORNEY

(17) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(18) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(19) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants

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or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(20) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(21) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 31st day of OCTOBER, Nineteen Hundred and Ninety-one.

Karen D. Hare
WITNESS

Dennis Hayden King (SEAL)
DENNIS HAYDEN KING

Joan L. Kelly
WITNESS

Brenda Eileen King (SEAL)
BRENDA EILEEN KING

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 4th day of November 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DENNIS HAYDEN KING, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



Karen D. Hare
Notary Public-Commission expires 1-19-94

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STATE OF MARYLAND, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 31ST day of October, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BRENDA EILEEN KING, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Just L. Volney
Notary Public-Commission expires 4/1/93

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DEBORAH CAHN GRIFFIN : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 DANIEL MICHAEL GRIFFIN, JR. : CARROLL COUNTY
 Defendant : CASE NO. CV 10226

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this *2nd* day of *March*, 1992, that the Plaintiff, DEBORAH CAHN GRIFFIN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DANIEL MICHAEL GRIFFIN, JR.; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated August 23, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.

James M. Carroll

JUDGE

FILED
 MAR 1 3 1992
 CLERK OF COURT
 CARROLL COUNTY, MD

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made as of this 03rd day of August, 1991, by and between DEBORAH CAHN GRIFFIN, hereinafter referred to as "Wife", and DANIEL MICHAEL GRIFFIN, JR., hereinafter referred to as "Husband".

Statement

The parties were married by a religious ceremony in Baltimore County, Maryland on September 22, 1973. They have no children born as a result of the marriage. On January 1, 1990 the parties mutually and voluntarily separated and have continuously since that time lived separate and apart, without cohabitation. The parties intend that this Agreement shall evidence their prior, mutual and voluntary agreement to separate and thereafter to live separate and apart and shall finally determine, except to the extent expressly hereinafter set forth, all questions of property rights, maintenance, support, alimony, and other rights of either party growing out of their marriage relation or otherwise, without regard to whether or not any decree of divorce may be obtained by either party.

NOW, THEREFORE, in consideration of the promises and agreements of the parties hereto, the parties agree as follows as of the date of this Agreement:

1. RESERVATION OF GROUNDS FOR DIVORCE.

Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being expressly reserved.

2. SEPARATION.

On January 1, 1990, Husband and Wife voluntarily agreed, with the intention of ending the marriage, to thereafter live separate and apart without any cohabitation and that each was thereafter to be free from any control, authority, restraint or interference, direct or indirect, by the other, each to reside separate and apart from the other at such place or places as he or she may elect. In fact, the parties have done so. The parties hereby evidence, ratify and confirm their prior agreement and mutually and voluntarily agree to continue the same.

3. WAIVER OF ALIMONY.

a. In consideration of the mutual promises set forth in this Agreement and the mutual and voluntary agreement of the parties to live separate and apart, the provisions contained herein for the respective benefit of the parties and other good and valuable considerations, Husband and Wife hereby waive any claim against the other for alimony, support or maintenance, for himself or herself, past, present and future.

b. The parties understand and recognize that, by the execution of this Agreement, they cannot at any time in the future make any claim against the other for alimony, support or maintenance.

4. MARITAL PROPERTY SETTLEMENT PAYMENT OR TRANSFER OF PROPERTY

Each party waives any claim for a marital award pursuant to §8-201 through 8-213 of the Family Law Article of the Maryland Annotated Code.

5. TANGIBLE PERSONAL PROPERTY

All tangible personal property of the parties has been divided between them and each shall hold as his or her sole and separate property such articles of tangible personal property as are now in his or her respective possession.

6. OTHER PROPERTY - TANGIBLE AND INTANGIBLE.

a. Each party is and shall remain the owner of all such bank, savings, financial institution accounts, stocks, bonds and securities, annuities, pension, retirement and deferred compensation plans, insurance policies and all other property, real, personal or mixed, tangible or intangible, as are presently titled or registered in his or her name alone.

b. Husband hereby transfers all of his right, title and interest in and to the 1982 Toyota Tercel, presently operated by Wife, to the end that Wife shall be the sole owner of that automobile free and clear of all liens and encumbrances.

At the time of this Agreement, Husband shall execute and acknowledge all documents, including the certificate of title and gift certificate which shall transfer this interest in this automobile to Wife. Wife shall promptly apply for and obtain a new certificate of title and registration in her own name. All costs of transfer, including titling fees and motor vehicle transfer taxes required by law, if any, shall be paid by Wife. Husband shall execute all necessary documents to complete the transfer and to avoid the payment of any motor vehicle transfer taxes, to the extent permitted by law.

c. Wife hereby transfers all of her right, title and interest in and to the Ford truck, presently operated by Husband to the end that Husband shall be the sole owner of that automobile, free and clear of all liens and encumbrances.

At the time of this Agreement, Wife shall execute and acknowledge all documents, including the certificate of title and gift certificate which shall transfer her interest in this automobile to Husband. Husband shall promptly apply for and obtain a new certificate of title and registration in his own name. All costs of transfer, including titling fees and motor vehicle transfer taxes required by law, if any, shall be paid by Husband. Wife shall execute all necessary documents to complete the transfer and to avoid the payment of any motor vehicle transfer taxes, to the extent permitted by law.

7. PENSIONS AND RETIREMENT ASSETS.

a. Each party hereby expressly waives any right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary of any interest the other may have in any pension plan, profit sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each party hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of distribution or payment of any

benefit at any time. Each party shall, within 30 days of the request by the other party, execute such documents as may be necessary in order to effectuate the purposes of this provision.

If Husband is unable for any reason to change the beneficiary of the death benefits of his pension plan, profit-sharing plan, or other form of retirement or deferred income plan, or if Husband files an election subsequent to the date of execution of this Agreement but such election is ineffective and the benefits are, in fact, payable to Wife, she shall, at the sole discretion of Husband's personal representative, either disclaim any entitlement or pay the net after-tax benefits over to the beneficiary designated by Husband in the otherwise ineffective election. If Wife is unable for any reason to change the beneficiary of the death benefits of her pension plan, profit-sharing plan, or other form of retirement or deferred income plan, or if Wife files an election subsequent to the date of execution of this Agreement but such election is ineffective and the benefits are, in fact, payable to Husband, he shall, at the sole discretion of Wife's personal representative, either disclaim any entitlement or pay the net after-tax benefits over to the beneficiary designated by Wife in the otherwise ineffective election.

8. DEBTS.

a. Neither party is aware of any joint debts of the parties. Husband shall be responsible for all debts incurred by him and shall be responsible for all debts of the parties from

the time of their joint residence in Illinois. Wife shall be responsible for all debts incurred by her since then. Each party indemnifies the other against and from any liability in connection with the aforementioned obligations.

b. From the date of this Agreement neither party shall incur any debt or obligation for which the other may become liable. Each party shall indemnify and hold the other harmless from any past or future debt which is his or her respective obligation.

9. INCOME TAX RETURNS.

a. The parties have filed certain joint Federal and State income tax returns during their marriage. Husband represents and warrants to the Wife that: he has duly paid all income taxes due on such past returns; he does not owe any interest or penalties with respect to them; no tax deficiency proceeding is pending or threatened against him; and no audit is pending with respect to any such return. If there is a deficiency proposed with respect to any of the aforesaid returns, Husband shall give Wife immediate notice thereof in writing. He shall pay the amount ultimately determined to be due, together with interest and penalties, if any, as well as all expenses that may be incurred if he decides to contest the assessment. Husband shall hold Wife harmless from any claim, damage or expense, including accountant's fees and counsel fees, arising out of such deficiency assessment. Any refund due on any of the returns shall belong to Husband.

10. COUNSEL FEES, COSTS AND EXPENSES OF DIVORCE.

a. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present, or future, except that if either party breaches any provision of this Agreement, or is in default thereof, said party may be responsible for any reasonable legal fees incurred by the other party in seeking to enforce this Agreement which are awarded by a court of competent jurisdiction.

b. In any proceeding between the parties which results in a Judgment of Absolute Divorce, Husband and Wife shall divide equally between them all court costs thereof, including any Master's fee.

11. NOTICE OF ADDRESS

So long as either party has any duty or obligation to the other party pursuant to this Agreement, each party shall keep the other informed of his or her then residence from time to time. Any notice given pursuant to this Agreement may be directed to the party's address last disclosed or known to the other.

12. FINANCIAL DISCLOSURE, INDEPENDENT COUNSEL.

a. This Agreement is being made without full and complete financial disclosure between the parties. It has been explained to each and each understands that such full disclosure of the

other's financial circumstances is available to each if either should desire it, but each has expressly waived such disclosure. Both Husband and Wife acknowledge and recognize that there may be no proportionality in the relationship of this property settlement and the total assets and resources of the parties. Both parties, nevertheless, freely and voluntarily wish to enter into this Agreement without the full and complete financial disclosure.

b. The provisions of this Agreement and their legal and practicable effect have been fully explained to each party by their respective counsel. Each party is entering into this Agreement freely and voluntarily, and each party regards the terms of this Agreement as fair and reasonable. Wife accepts the benefits of this Agreement as consideration for her waiver of her right to seek a court-ordered monetary award. This includes Wife's waiver of her right to ask a court to consider the value of Husband's business interests, investments, income and all other assets which Husband now has or may later acquire. Husband accepts the benefits of this Agreement as consideration for his waiver of his right to seek a court-ordered monetary award. This includes Husband's waiver of his right to ask a court to consider the value of Wife's business interests, investments, income and all other assets which Wife now has or may later acquire.

c. Each party is entering into this Agreement freely, voluntarily and with full knowledge that this Agreement constitutes both an agreement to voluntarily separate and

hereafter live separate and apart, and also constitutes a property settlement agreement.

d. Both the legal and practical effect of this Agreement in each and every respect have been fully explained and disclosed to each party by his or her attorney. Each party has had the opportunity to be represented by independent counsel of his or her own choosing in the negotiation of this Agreement. Husband and Wife acknowledge that the Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other, or by any person or persons upon either party, and that each has signed the Agreement freely and voluntarily.

13. FURTHER ASSURANCES.

a. The parties for themselves and their respective heirs, personal representatives and assigns do mutually agree to join in or execute any instrument and do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of the parties may now own or hereafter acquire including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

b. The parties for themselves and their respective heirs, personal representatives and assigns agree to furnish any and all documents, records or information necessary to permit either or both parties to comply with tax reporting and recordkeeping requirements.

c. The parties for themselves and their respective heirs, personal representatives and assigns hereby expressly agree to execute any waivers or consents regarding any spousal rights in any pension plan, profit sharing plan or other retirement plan in which the other may have any interest.

14. INDEMNIFICATION IN CASE OF BREACH.

Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement will indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including, but not limited to, reasonable attorneys' fees. Notwithstanding the foregoing, if any provision of this Agreement is claimed by either party to have been breached, no action may be brought against the other unless the party making the claim of breach has given the other written notice specifying the breach asserted and unless the other has not cured the alleged breach within fifteen (15) days after receiving the written notice.

15. INTEGRATION CLAUSE.

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

16. MUTUAL GENERAL RELEASE.

Except for any ground for divorce which either party may have against the other, and except for the rights provided in this Agreement, the parties, for themselves and for their

respective heirs, personal representatives and assigns do hereby mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, any and all rights, actions, causes of action, claims, debts, demands and obligations which each may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Code, Family Law Article, Sections 8-201 through 8-213, and all right, title and interest which he or she might now have or hereafter have as husband or wife, widow or widower, next-of-kin, successor or otherwise, in and to any property of the other, real or personal, whether now owned or hereafter acquired, against such other, the estate of such other, or any part thereof, including, but not limited to, rights arising out of acts, contracts, engagements or liabilities of such other by way of dower or curtesy, statutory thirds, halves or legal shares or claims in the nature of dower or curtesy or widow's or widower's rights, or under intestate laws, or the right to take against the spouse's Will or the right to treat a lifetime conveyance by the other as testamentary or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death or any rights to receive any legal right or interest whatsoever or all other rights of a surviving spouse to participate in or administer a deceased spouse's estate, whether arising under the laws of Maryland or any state,

a Commonwealth or Territory of the United States or any other country.

Notwithstanding any provision contained in this paragraph to the contrary, either party may, by Last Will and Testament executed after the date of this Agreement, make such provision for the other in said Will as the Testator or Testatrix may deem desirable, and the provisions of this paragraph shall not preclude the survivor or his or her personal representative from his or her entitlement to the bequest and/or devise specified in the Last Will and Testament.

17. INCORPORATION WITHOUT MERGER OF AGREEMENT INTO DIVORCE JUDGMENT

This Agreement is not intended in any way to affect or prejudice the rights of either party to bring suit for divorce. This Agreement shall survive and continue in full force whether or not a judgment of divorce shall be entered in any action between the parties in any jurisdiction. In case a judgment of divorce shall be entered in any jurisdiction in favor of either party, the terms of this Agreement shall, at the request of either party, be incorporated, but not merged in, the judgment of the court to the extent possible.

18. BINDING ON PARTIES SUCCESSORS.

This Agreement shall be irrevocably binding upon the parties, their respective heirs, personal representatives and assigns, and the parties and their respective heirs, personal representatives and assigns shall execute such other supplemental

agreements, deeds, or other writings as may be necessary or advisable to carry out the full intent and meaning of this Agreement.

19. CANCELLATION, MODIFICATION OR WAIVER.

If the parties agree to change any provision of this Agreement, such agreement shall be in writing and signed, sealed and acknowledged by both of them. The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a cancellation, modification or waiver of the same.

20. DEPENDENT CLAUSES AND SEVERABILITY.

It is expressly understood and agreed by the parties that all promises set forth in this Agreement are made in consideration of and are dependent upon each other. If any provision of this Agreement is invalid under the laws of Maryland, such invalidity shall not invalidate the entire Agreement, but in such event, this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

21. CONTROLLING LAW.

This Agreement shall be construed in accordance with the laws of the State of Maryland.

22. RECONCILIATION.

This Agreement shall not be invalidated, modified, waived or otherwise affected by any reconciliation between the

parties or any resumption of marital relations between them unless a writing, signed, sealed and acknowledged by both parties so provides.

23. HEADINGS.

Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for convenience of reference and do not constitute a part of the Agreement, nor shall they affect the meaning, construction or effect of any of the paragraphs of the Agreement.

24. GENDER.

Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

25. DUPLICATE ORIGINALS.

This Agreement shall be executed in duplicate or more copies and each executed copy shall have the same force and effect as if it were the original copy.

26. NON-MODIFICATION.

It is expressly understood and agreed by the parties that all promises set forth in this Agreement and any Deed, Assignment, Certificate of Transfer, Warranty, or Supplemental Agreement and any other writing which might be executed by either or both of the parties in fulfillment of the promises set forth in the aforementioned paragraphs of this Agreement are not subject to any Court modification.

27. DRAFTING OF AGREEMENT

In the event of a dispute between the parties in connection with the interpretation of any provision of this Agreement, there shall be no presumption against either party as drafter of the Agreement, both parties having been represented by counsel in the negotiation and drafting of this Agreement.

WITNESS the hands and seals of the parties, the day and year first above written.

WITNESS:

Barbara R. Griffin

Deborah C. Griffin (SEAL)
DEBORAH CAHN GRIFFIN (WIFE)

Barbara May

Daniel M. Griffin (SEAL)
DANIEL MICHAEL GRIFFIN (HUSBAND)

STATE OF MARYLAND, CITY/COUNTY OF Harford:

I HEREBY CERTIFY that on this 23rd day of August, 1991, before me, the subscriber, a Notary Public of the State and Subdivision aforesaid personally appeared DEBORAH CAHN GRIFFIN, the "Wife" named in the foregoing Agreement, who made oath in due form of law that the foregoing Agreement is her voluntary act and deed and that the matters and facts set forth therein as to the voluntary separation of the parties are true and correct.

AS WITNESS my hand and Notarial Seal.

Pauline E. DeMartino
Notary Public

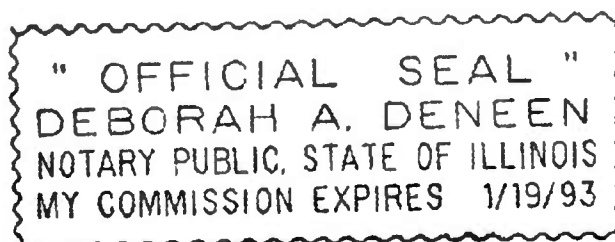


My Commission Expires: ~~My Commission Expires July 6, 1994~~STATE OF ^{Illinois}~~MARYLAND~~, CITY/COUNTY OF Lake:

I HEREBY CERTIFY that on this 28th day of June, 1991, before me, the subscriber, a Notary Public of the State and Subdivision aforesaid personally appeared DANIEL MICHAEL GRIFFIN, JR., the "Husband" named in the foregoing Agreement, who made oath in due form of law that the foregoing Agreement is her voluntary act and deed and that the matters and facts set forth therein as to the voluntary separation of the parties are true and correct.

AS WITNESS my hand and Notarial Seal.

Deborah A. Deneen
Notary Public

My Commission Expires: 1-19-93

60:Agr:Griffin.SEP

BOOK 48 PAGE 172

JIMMIE S. AVERY

Plaintiff and
Counter-Defendant

vs.

PAMELA M. AVERY

Defendant and
Counter-Plaintiff

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

Case No. CV9786

ORDER OF ABSOLUTE DIVORCE

6d. This matter having been heard by this Court, it is this day of March, 1992, ADJUDGED and ORDERED, that the Defendant and Counter Plaintiff herein, PAMELA M. AVERY, be and she is hereby granted an ABSOLUTE DIVORCE from the Plaintiff and Counter Defendant, JIMMIE S. AVERY.

IT IS FURTHER ORDERED, that the Agreement between the parties dated February 26, 1992, relative to custody, child support, alimony, property rights, counsel fees, court costs, etc., be and the same is hereby approved and made a part of and incorporated in this Judgment of Divorce, but not merged herein, having the same force and effect as if fully set forth herein.

IT IS FURTHER ORDERED that the Defendant, PAMELA M. AVERY be and she is hereby granted the care and custody of MATTHEW JOSEPH AVERY, minor child of the parties, subject to reasonable visitation by the Plaintiff in accordance with the terms of and as more fully set forth in the said Agreement.

IT IS FURTHER ORDERED, that as set forth in the agreement between the parties dated February 26, 1992, the Plaintiff, JIMMIE S. AVERY, shall pay directly to the Defendant, PAMELA M. AVERY, the sum of Six Hundred Dollars (\$600.00) per month for the maintenance and support of such child, accounting from the date hereof, subject to further order of this Court.

IT IS FURTHER ORDERED, that as set forth in the agreement between the parties dated February 26, 1992, the Plaintiff, JIMMIE S. AVERY, shall pay directly to the Defendant, PAMELA M. AVERY, the

filed 3/6/92 @ 10:33 Am

sum of Six Hundred Dollars (\$600.00) per month as ALIMONY, which ALIMONY payments shall begin on the first day of June 1, 1992, and shall continue for a period of 3 years.

IT IS FURTHER ORDERED, that if Defendant accumulates support payments arrears amounting to more than 30 days, he shall be subject to earnings withholding; he is required to notify the Court within ten days of any change of address or employment so long as he is obligated to pay child support in accordance with this Judgment of Divorce; and failure to do so shall subject him to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in his not receiving notice of proceedings for earnings withholding.

In accordance with the Agreement between the parties, Plaintiff, JIMMIE S. AVERY, is a participant in, and entitled to benefits from pension plans of CSX, Incorporated, and from the United States Air Force.

IT IS THEREFORE FURTHER ORDERED, that as to those two pension plans, this is a Qualified Domestic Relations Order as defined under the Retirement Equity Act of 1984, or any other subsequent legislation as from time to time amended

IT IS FURTHER ORDERED, that, in accordance therewith, the civil pension known as CSX Transportation, Pension and Savings Thrift Plan, 500 Waters Street, Jacksonville, Florida 32202, is the civil pension which is the subject of this Order. The participant is the Plaintiff, JIMMIE S. AVERY, Social Security Number 536-46-7952, who presently resides at 2727 Old Washington Road, Westminster, Maryland. The alternate payee is the Defendant, PAMELA M. AVERY, whose residence following the entry of this Order shall be 414 B. Mason Hill, Bisbee, Arizona. The Defendant/alternate payee's equitable interest in said pension is hereby declared to be fifty percent (50%) of the said pension benefit. The Defendant, PAMELA M. AVERY, shall receive fifty percent (50%) of any payments made from the CSX Transportation pension to the participant, including any death benefits, if as,

and when, such payments are made.

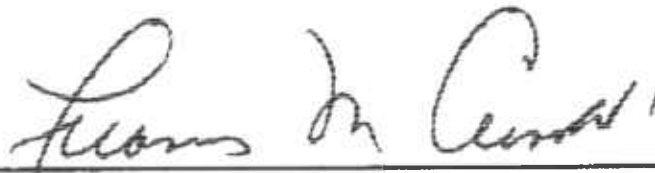
IT IS FURTHER ORDERED that the United States Air Force Reserve pension is the Air force pension which is subject to this Order. The participant in the pension is the Plaintiff, JIMMIE S. AVERY. The alternate payee is the Defendant, PAMELA M. AVERY. The Defendant/alternate payee's equitable interest in said pension is hereby declared to be fifty percent (50%) of the "marital share" of said pension benefit, the marital share being that fraction of the benefit whose numerator shall be the number of months of the parties' marriage during which benefits were being accumulated, which number is 258 months, and whose denominator shall be the total number of months during which benefits were accumulated prior to the time when the payment of such benefits shall commence. The Defendant, PAMELA M. AVERY, shall receive fifty percent (50%) of the aforesaid marital share of any payments made from the Air Force Pension Plan to the participant, including any death benefits, if as, and when, such payments are made.

IT IS FURTHER ORDERED, that this Order shall be interpreted in light of the Uniformed Services Former Spouses' Protection Act ("Act"), codified at 10 U.S.C. 1408, as amended, and is subject to modification should it become necessary to conform this Order to the requirements of the Act or the implementing regulation. The language of this paragraph shall be operative in the event the Act is amended subsequent to the date of this Order in language that indicates the amendment is applicable to Orders issued on or after the date of this Order.

IT IS FURTHER ORDERED, that this Court has, and for the purpose of this Order (or any future adjustments which may need to be made to this Order) will, continue to retain jurisdiction to amend this Order for the purpose of maintaining its qualifications as a Qualified Domestic Relations Order under the Retirement Equity Act of 1984, or any other subsequent legislation; and both parties and the plan manager shall take whatever actions may be necessary to establish or maintain these qualifications, provided that no

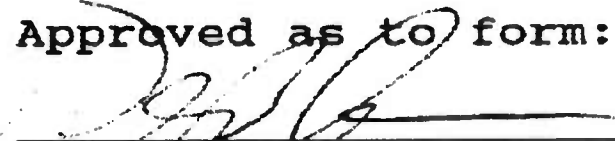

such amendment shall require any Plan to provide any type or form of benefits, or any option not otherwise provided under the Plan, and further provided that no such amendment or the right of the Court to so amend will invalidate this Order as "Qualified" under the Retirement Act.

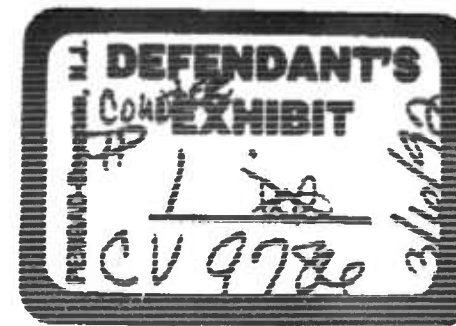
IT IS FURTHER ORDERED that the claims of the Plaintiff, JIMMIE S. AVERY, filed herein be and they are hereby dismissed, and that the Plaintiff shall pay the open costs of this action.



JUDGE
Circuit Court for Carroll County

Approved as to form:


WESLEY D. BLAKESLEE
104 East Main Street
Westminster, Maryland 21157
(301) 848-6655; 876-6660
Attorney for Defendant and
Counter-Plaintiff
Charles E. Yankovich
Suite 202
22 West Pennsylvania Avenue
Towson, Maryland 21204
Attorney for Plaintiff
and Counter-Defendant.



MARITAL PROPERTY
SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 26th day of February, 1992, by and between JIMMIE S. AVERY, of Carroll County, Maryland, herein called "Husband", and PAMELA M. AVERY of Carroll County, Maryland, herein called "Wife".

WHEREAS the parties hereto are now Husband and Wife having been legally married by a religious ceremony in Maricopa, Williams County, Arizona, on October 16, 1970, and whereas certain irreconcilable differences have arisen between the said parties hereto for which reason they did voluntarily consent and agree to separate and to no longer reside together as Husband and Wife, said voluntary separation having occurred initially on September 14, 1990. The parties resided under the same roof, though never as Husband and Wife, and never having resumed marital relations, from approximately December 28, 1990 through September 16, 1991. They have been separated continuously since that date, and they do hereby consent and agree from the date of this Agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

FIRST: Husband and Wife have agreed that all of the clothing, personal effects and personal property of each, of whatsoever description, shall be the absolute property of each, free of any claim of the other; Husband and Wife have agreed upon a division of all their personal property, and have divided the majority of same so that all property now in the possession of each shall be and remain the individual property of the party having possession, free of any claim of the other, except as herein otherwise provided. The parties have attached hereto their Exhibit A listing that property remaining at the former marital residence which is the property of Wife or children. Husband shall permit wife or children to have reasonable access to the barn to remove, store or examine their property. Wife will contact Husband at least 24 hours before going into the barn, and if the time set is not convenient to the parties, they will attempt to set a convenient time by agreement.

SECOND: CHILD SUPPORT AND ALIMONY. There were two children born of this marriage, Shannon Gordon Avery, who has reached the age of majority, and Matthew Joseph Avery, born May 22, 1974. The care, custody and control of the minor child, Matthew Joseph Avery, shall be with and shall remain with the Wife, provided, however, that there shall be reasonable rights of visitation in order that the Husband shall see and visit said child, and that said child may see and visit Husband at all reasonable times.

It is understood and agreed that neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Husband and Wife agree to keep each other advised of their address and of any changes of their address.

Wife shall have the right to claim said child as a dependent for Federal and State Income Tax purposes. If Wife shall have insignificant income, Husband may claim said child, but he must reimburse Wife for any increased tax paid by Wife.

Husband shall continue in full force and effect, medical insurance on wife, and both children, through his employer so long as permitted by said insurance. Husband shall furnish to wife and children evidence of said insurance, which shall be supplied within 15 days of execution of this agreement. Husband shall pay, on behalf of the parties' minor child as the same are incurred, all reasonable and necessary medical, dental and hospital expenses not covered by insurance. Wife or child shall consult with Husband before incurring any major medical expense.

Husband shall pay to Wife for the support and maintenance of the parties' minor Child, the sum of Six Hundred (\$600.00) Dollars per month, for each month said Child is in the custody of Wife through and including the entire month of May, 1992.

Husband's obligation for the child support payments and for medical expenses not covered by insurance shall cease and terminate upon the first to occur of any of the following events with respect to the minor Child: (1) the death of the Child or Husband, (2) the marriage of the Child, (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years.

Husband's obligation to provide health insurance for the children shall continue until the children are age twenty-two (22), so long as the child meets the requirements for coverage under insurance available through Husband's employer.

Husband shall at Husband's expense insure Matthew on his automobile insurance through June, 1992. Husband shall institute such coverage immediately.

Husband shall also pay unto wife ALIMONY in the amount of Six Hundred (\$600.00) per month for three years beginning on June 1, 1992, and continuing through and including May of 1995.

Child support and alimony shall be due and paid on the first day of the month, and shall be paid to wife directly.

Husband shall pay to wife the sum of \$2,500.00 toward Wife's attorneys fees, at the time of execution of this agreement. Husband shall also pay unto Wife the sum of \$2,000.00 which shall

be paid immediately when husband receives his first monthly check from CSX representing wage continuation resulting from Husband's termination of employment with CSX, but said payment shall not be made more than 60 days from the date of this Agreement, even if Husband has not yet received the CSX payment.

THIRD: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, Husband does hereby:

(a) Release and discharge Wife from any and all obligations of further support, and does hereby covenant and agree not to contract debts, charges or liabilities for which Wife may be liable, except as otherwise specifically provided for herein, and at all times to keep Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband, it being the intention hereof that Husband hereby expressly forever waives any present or future claim he may have against Wife for alimony, support or medical expenses, except as herein otherwise stated.

FOURTH: That contemporaneously with and by the execution and delivery of this Agreement, and in consideration of the premises, Wife does hereby:

(a) Release and discharge Husband from any and all obligations of further support, other than as specifically set forth herein, and does hereby covenant and agree not to contract debts, charges or liabilities for which Husband may be liable except as otherwise specifically provided for herein, and at all times to keep Husband free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by Wife, it being the intention hereof that Wife hereby expressly forever waives any present or future claim she may have against Husband for any additional alimony, support or medical expenses, except as herein otherwise stated.

FIFTH: Husband and Wife agree that the 1984 Nissan

pickup truck presently titled in Wife's name and/or presently in Wife's possession, shall be the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband and Wife may sell, trade, encumber, dispose of, or otherwise deal with said motor vehicle(s) as she in her sole discretion may deem appropriate. Husband agrees to execute such documents as may be necessary or proper to effect the terms of this paragraph. Wife shall assume the outstanding indebtedness on said automobile(s), and shall hold Husband free, harmless and indemnified from any responsibility regarding same.

Husband and Wife agree that all of the other automobiles presently titled in Husband's name and/or presently in Husband's possession, shall be the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife and Husband may sell, trade, encumber, dispose of, or otherwise deal with said motor vehicle(s) as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper to effect the terms of this paragraph. Husband shall assume the outstanding indebtedness on said automobile(s), and shall hold Wife free, harmless and indemnified from any responsibility regarding same.

The MG automobile presently titled in Wife's name is and shall remain the property of Matthew, the parties minor child.

SIXTH. REAL PROPERTY/PENSIONS.

The parties agree to the following disposition of their real property:

The home in Arizona titled in Wife's name shall be the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband and Wife may sell, trade, encumber, dispose of, or otherwise deal with said property as she in her sole discretion may deem appropriate. Husband agrees to execute such documents as may be necessary or proper to effect the terms of this paragraph. Wife shall assume the outstanding indebtedness on said property, and shall hold Husband free, harmless and indemnified

from any responsibility regarding same.

The home in Texas presently titled in Husband's and Wife's name shall be the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife and Husband may sell, trade, encumber, dispose of, or otherwise deal with said property as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper to effect the terms of this paragraph. Husband shall assume the outstanding indebtedness on said property, and shall hold Wife free, harmless and indemnified from any responsibility regarding same.

The real property jointly owned by the parties in Maryland shall be sold. It is the intention of the parties to subdivide the property on Washington Road. As soon as the subdivision is complete the property shall be sold. The Ridge road property shall be listed and sold as soon as possible. The parties agree to cooperate to expedite completion and sale of the properties.

The properties shall be offered for sale at a price agreed upon by both parties. If the parties cannot agree they agree to request Sylvia Gorman, the parties' realtor, or some other mutually acceptable person, to choose an appraiser to appraise the property. The parties agree to list the property with a licensed real estate broker at the appraised price, and if a contract for sale is received at a price of 95% or greater of the appraised price, either party shall have the right to direct that the property be sold at the contract price.

Husband shall pay all mortgages, taxes, insurance and ordinary expenses on the properties until sold. Husband shall be entitled to occupy the Washington Road property until sold. Husband shall receive the rent from the Ridge road properties and apply same to the expenses on all properties.

If any expenses are incurred pertaining to sale of the properties, such as survey, appraisal, road or grading costs, or

any major repairs needed to effect sale of the property, or similar costs, they shall be divided equally. If necessary Husband shall advance same and be reimbursed from the proceeds of sale.

Wife's mother holds a judgment against the parties which is a lien on the real property, and which is intended to be paid from sale proceeds. Wife will hold Husband harmless from any execution upon the judgment by Wife's mother for payment, other than from the real estate proceeds.

The net proceeds of sale of the properties shall be divided equally between the parties. However, Wife agrees to pay from her share of the proceeds of the sale of the first property sold, the sum of \$3,750.00 to be paid toward the credit line loan at the bank of Baltimore. The remainder of that credit line, as well as all other joint debts of the parties shall be paid equally from the proceeds of sale. Credit card and other individual debt in the name of Husband or Wife alone shall be paid by each alone.

The parties agree that Wife shall have a 1/2 interest in any pension amount received by Husband from CSX corporation. Wife shall also have a 1/2 interest in the Marital Share of Husband's Air Force pension. The Marital Share shall be a fraction, the numerator of which is the years the parties were married which contributed to the pension, the denominator of which shall be the total years of service which contributed to the pension. Wife shall be entitled to 1/2 of the Marital Share. Wife shall receive her payments as and when payments are received by Husband. Husband agrees to direct that Wife's share be paid directly to Wife. If the pension payer refuses to pay Wife directly, husband shall remit Wife's share to Wife within 10 days of receipt by Husband.

The parties agree that Wife shall be an alternate payee of Husband's pension from CSX Corporation and from the United States Air Force. The judgment of divorce shall contain, or be accompanied by an order which shall be a qualified domestic relations order, as defined by the Retirement Equity Act of 1984 as from time to time amended. The order shall provide that the court

retains jurisdiction to amend the order for the purpose of maintaining its qualifications as a qualified domestic relations order.

SEVENTH: All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life, or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this Agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other, by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate of the other.

EIGHTH: Neither of the parties hereto shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights or otherwise; and that said parties may at all times hereafter live apart from each other free from the other's authority.

NINTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce; and it is hereby expressly agreed, that in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel fees incurred in connection therewith, and each does hereby release the other from any charge or liability for his

or her counsel fees.

TENTH: In the event of any action in the future by either party hereto against the other for an absolute divorce, it is covenanted and agreed by and between the parties hereto, that this Agreement shall be submitted to the Court having jurisdiction thereof, for its approval, and said Court shall be requested by the parties hereto to incorporate this Agreement by reference, in any decree or judgment that may be entered in any such action.

ELEVENTH: Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled, by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

TWELFTH: In order to effectuate the covenants and agreements of the parties hereto, as hereinabove set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

THIRTEENTH: The parties hereto hereby declare that it is their intention to settle finally, in accordance with the provisions of Section 8-101, et seq., of the Family Law Article of

the Annotated Code of Maryland (1984 Volume), any and all claims of any nature whatsoever which the parties might have each against the other as a result of their marriage. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

FOURTEENTH: Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Law of Md., as amended, and as contained in Sections 8-101, et seq., of the Family Law Article of the Annotated Code of Maryland (1984 Volume), including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

FIFTEENTH: The parties agree to file joint Federal and State tax returns as allowed or permitted by law. The parties agree that any and all refunds of taxes received from the United States Government or from the State of Maryland for the taxable years when the parties are still legally married and for such joint returns as are filed, shall be divided equally between the parties. Each party expressly covenants and agrees to endorse any checks or drafts in order to effectuate the provisions of this paragraph. The parties agree to pay any past due tax liability from any refund received, and if possible will direct the taxing

authority to deduct such past due amounts from any refund.

SIXTEENTH: This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

SEVENTEENTH: Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any Court modification.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

[Signature] (SEAL)
JIMMIE S. AVERY

[Signature] (SEAL)
PAMELA M. AVERY

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 26th day of February, 1992, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JIMMIE S. AVERY, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and he did acknowledge that he executed the same for the purposes therein contained, and further made oath under the penalty of perjury that the matters and facts set forth in the foregoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged said Agreement to be a voluntary act.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
GAIL S. CROOK
NOTARY PUBLIC
CARROLL COUNTY, MD

My Commission Expires: 4-1-92

STATE OF MARYLAND)

) TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 20th day of February, 1992, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PAMELA M. AVERY, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument and she did acknowledge that she executed the same for the purposes therein contained, and further made oath under the penalty of perjury that the matters and facts set forth in the foregoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged said Agreement to be a voluntary act.

seal.

My Commission Expires 24 June 1972

EXHIBIT A

Wife's property at former marital residence:

All personal items in the area upstairs in the barn to left rear, on old work bench, to back door. Kerosene little stove and folding old doll bed, blue wash tub, old chairs from Bill Davis, and old painted cupboard in pieces. Downstairs is a broken couch frame, oak kitchen cabinet, old green velvet chair, broken ceiling fixture, from Angela in Indiana, a tiffany style light and old 1930's liquor cabinet. In the house, in the basement is old game table.

John Avery's property:

John's personal boxed items upstairs, including his bed, quilt rack "brass color," his dresser from Ohio. John's boxes are front of upstairs, also fishing rods and fire fender, weight bench and weights. John's MG automobile. John's furniture and personal items in his bedroom.

Matt Avery's property:

Matt's rope bed is upstairs, his washstand, his two seater bike, old wheel chair with hole's in it, and old folding chair, and bike. Matt's furniture and personal items in his bedroom.

The old organ which was purchased by Wife's sister remains the sister's property.

The property may remain in storage in the marital home until the home is sold.

JA
PA

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

BETH ANN RINEHART *
 Plaintiff *
 vs. * Case No. C-91-11438
 RANDALL ALLEN RINEHART *
 Defendant *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of the Master filed in this case, which was read and considered by the Court, it is therefore this 4TH day of March, 1992, by the Circuit Court for Carroll County

ORDERED, that a Judgment of Absolute Divorce be, and the same is hereby, granted to the Plaintiff, Beth Ann Rinehart, from the Defendant, Randall Allen Rinehart; and it is further

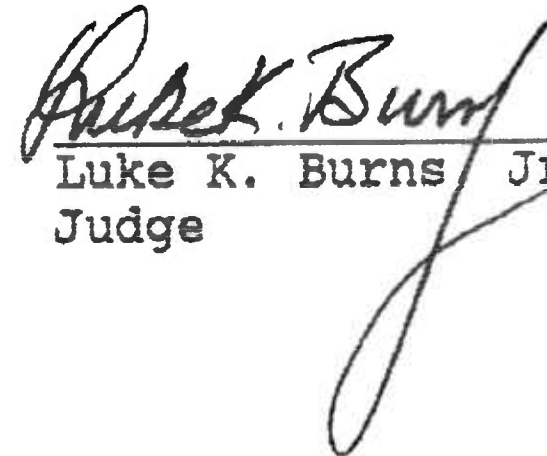
ORDERED, that Plaintiff is granted the care and custody of Courtney Joelene Rinehart, born July 27, 1989, with the Defendant being granted reasonable rights of visitation; and it is further

ORDERED, that the Consent Order of this Court in Case No. CV 9646, dated August 31, 1990, is incorporated by reference herein; and it is further

RECEIVED IN
 CIRCUIT COURT
 CARROLL COUNTY, MD
 MAR 11 4 09 PM '92
 CLERK

ORDERED, that the Plaintiff shall be permitted to resume the use of her maiden name, Beth Ann Bowman; and it is further

ORDERED, that the Plaintiff shall pay the costs of these proceedings.


Luke K. Burns Jr.
Judge

cc: Michael S. Levin, Esq.
Randall Allen Rinehart, Defendant

dm
RECEIVED IN
CIRCUIT COURT
CLERK

SHARON ROSE NUSBAUM : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
TERRY FRANCIS NUSBAUM : CARROLL COUNTY
Defendant : CASE NO. CV 9261

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of March, 1992, that the Counter Plaintiff, TERRY FRANCIS NUSBAUM, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Counter Defendant, SHARON ROSE NUSBAUM; and

IT IS FURTHER ORDERED, that the custody of the remaining minor children of the parties, namely, RYAN EUGENE NUSBAUM (born February 21, 1976) and JASON ERIC NUSBAUM (born February 4, 1977) be and the same is declared to be joint, primary physical custody being with the Counter Defendant and reserving unto the Counter Plaintiff the right of reasonable visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Counter Plaintiff pay unto the Counter Defendant the sum of \$56.50 per week per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

ALL costs in this proceeding have been paid.

Ruth L. Burns JUDGE

SUSAN L. POAGE : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 JEFFREY B. POAGE : CARROLL COUNTY
 Defendant : CASE NO. C-92-12282

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of March, 1992, that the Plaintiff, SUSAN LAURIE POAGE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JEFFREY BRIAN POAGE; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, JEFFREY GRANT POAGE (born November 23, 1986) be and the same is hereby declared to be joint, primary physical custody being with the Plaintiff, reserving unto the Defendant reasonable rights of visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$180.00 per month, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

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(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated August 20, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, SUSAN LAURIE RIDGLEY; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, is made this 20th day of August, 1991, by and between JEFFREY BRIAN POAGE of Carroll County, Maryland, herein called "Husband", and SUSAN LAURIE POAGE, of Carroll County, Maryland, herein called "Wife."

WHEREAS, the parties hereto are now husband and wife, having been legally married by a Civil ceremony in Carroll County, Maryland, on March 10, 1986, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about October 1, 1990, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the

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relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

The parties shall retain the joint custody of the child born of this marriage, namely, Jeffrey Grant Poage, born November 23, 1986; *and JGP* provided, however, that the child shall live with wife on a day to day basis. Neither party shall, except for short visits, remove the child from the State of Maryland without securing an appropriate Order from a court of competent jurisdiction.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers. Husband shall have the child with him at all reasonable times and will give wife at least eight hours advance notice prior to his exercising his visitation.

Husband shall pay to wife the sum of one hundred eighty dollars (\$180.00) each month for the support and

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JGP
Wife

maintenance of the child until the child reaches the age of eighteen years, marries, becomes self-supporting, or dies, whichever shall first occur.

Husband and Wife agree that each party will take the child as his or her dependent for Federal and State Income Tax purposes on alternate years with Wife to claim the child for the tax year 1991 and on alternate odd years thereafter and Husband to claim the child for the tax year 1992 and on alternate even years thereafter.

Commencing with the tax year 1992 and on alternate even years thereafter, Wife agrees that for each alternate even calendar year in which Husband shall have made all child support payments which he is obligated to make, she shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that she will not claim the child as a dependant for that calendar year. Wife will give such executed declaration to Husband upon his request, on or before January 15th each year for the even numbered calendar year just ended, to enable Husband to attach it to his income tax return.

Husband will also have reasonable visitation rights with his step daughter, Brandy Craigie, wife's child by a prior marriage.

HEALTH INSURANCE

Wife will maintain in full force and effect her present

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medical insurance or equivalent insurance providing equivalent coverage for and on behalf of the child of the parties.

Husband and Wife will equally share any unreimbursed medical, dental, hospitalization expenses of the child not covered by said insurance.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in

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JPB
SEP

the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

Husband has transferred, conveyed and assigned unto Wife all of his right, title and interest in and to the following personal property:

A. One 1984 Honda Accord motor vehicle.

Notwithstanding the provisions set forth above, Wife will transfer, convey and assign unto Husband, within ten (10) days of the day of the final execution of the Agreement, all of her right, title and interest in and to the following personal property:

A. One 1991 Yamaha motorcycle,

B. One 1985 Toyota pickup truck,

C. Certificate of Deposit at Westminster Bank and Trust Company in the amount of \$2,000.00 plus or minus. It is understood that this Certificate of Deposit was pledged to secure the payment in full of the debt against

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BBP
BBP

the Wife's 1984 Honda Accord motor vehicle and said Certificate of Deposit to be fully released to Husband at such time as said debt against the 1984 Honda Accord motor vehicle is paid in full.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

Wife agrees to assume full liability on, pay when due and hold Husband harmless on account of the loan for the

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purchase of and the lien against her 1984 Honda Accord motor vehicle.

Husband agrees to assume full liability on, pay when due and hold Wife harmless on account of the loans for the purchase of and liens against his 1991 Yamaha motorcycle and 1985 Toyota truck.

MR Husband agrees to assume and pay one-half the debt to *MR* Don Lettie in the total amount of \$1500.00, his share being \$750.00.

LIFE INSURANCE

Husband will pay for and keep in full force and effect a life insurance policy on his life in the minimum amount of \$10,000, with Wife as Trustee Beneficiary thereof for the benefit of the child until such time as Husband is no longer liable for child support. Wife will also pay for and maintain a like policy on her life with Husband as Trustee Beneficiary thereof for the child on the same terms as Husband's policy.

MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has

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MR
MR

against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any, any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way

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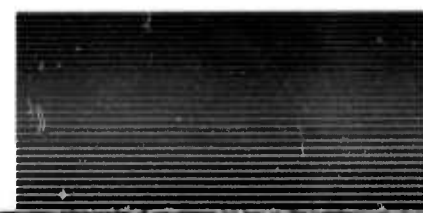
of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding

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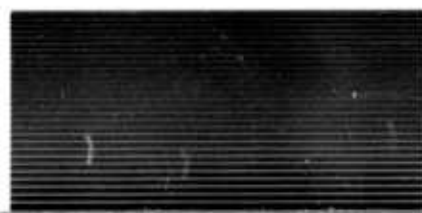


is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocable constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to

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effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent

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counsel, or having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

William R. MacDonald

Jeffrey B. Poage (SEAL)
JEFFREY BRIAN POAGE

Kirk Seaman

Susan Laurie Poage (SEAL)
SUSAN LAURIE POAGE

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 20th day of August, 1991, the above-named Jeffrey Brian Poage personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157



William R. MacDonald
Notary Public
My Commission Expires:
12 October 1, 1993

[Handwritten initials]

STATE OF MARYLAND)

Balto) TO WIT:
COUNTY OF ~~CARROLL~~)

I HEREBY CERTIFY that on this 14th day of August, 1991, the above-named Susan Laurie Poage personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Kirk Seaman
Notary Public
My Commission Expires: 10/15/94



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WESTMINSTER, MD 21157

JP

ANNA MAE ROLOSON * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
DAVID LEE ROLOSON, SR. * CARROLL COUNTY
Defendant * Case No. C-91-11153

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

THIS cause standing ready for hearing and being presented by the Plaintiff, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 28 day of March, 1992, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, ANNA MAE ROLOSON, is hereby granted an Absolute Divorce from the Defendant, DAVID LEE ROLOSON, SR.; and it is further

ORDERED that the costs of this proceeding are waived.

James H. Arnold
JUDGE

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JAMES H. ARNOLD, JUDGE

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JOHN M. NESBITT : IN THE Mar 1 4 13 PM '92
Plaintiff : CIRCUIT COURT
vs. : FOR
ROBIN S. NESBITT : CARROLL COUNTY
Defendant : CASE NO. C-91-11628

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of March, 1992, that the Plaintiff, JOHN MATHER NESBITT, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, ROBIN SUE NESBITT; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, JOHN MATHER NESBITT, III (born May 21, 1981) and LAUREN RUTH NESBITT (born October 10, 1983) be and the same is hereby declared to be joint, primary physical custody being with the Defendant and reserving unto the Plaintiff reasonable rights of visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$250.00 per month per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:


(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated June 13, 1990 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.



JUDGE

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made as of this 13th day of June, 1990, by and between Robin Sue Nesbitt, hereinafter referred to as "Wife," and John Mather Nesbitt, hereinafter referred to as "Husband."

Statement

The parties hereto were married by religious ceremony on November 1, 1980, in Carroll County, Maryland. Two children were born as a result of the marriage, namely John Mather Nesbitt, III, born on May 21, 1981, and Lauren Ruth Nesbitt, born on October 10, 1983, hereinafter referred to collectively as the "children."

Differences have arisen between the parties. As of the date of this Agreement, the parties mutually and voluntarily agree to live separate and apart, in separate abodes, without cohabitation, and with the intent of ending their marriage. It is the mutual intent of the parties to hereby formalize their voluntary separation and to settle all questions concerning custody, maintenance and support of the children, their respective rights in the property or estate of the other and in property owned by them jointly or as tenants by the entireties, and all other matters of every kind and character, whether arising from their marital relationship or otherwise. It is the intention of the parties that the following shall be effective from the date hereof.

PLH 1
2/18/92
[Signature]

NOW, THEREFORE, in consideration of the promises and agreements of the parties hereto, the parties agree as follows as of the date of this Agreement:

1. SEPARATION.

As of the date of this Agreement, Husband and Wife mutually and voluntarily agree, with the intention of ending the marriage, to hereafter live separate and apart without any cohabitation and that each shall be free from any control, authority, restraint or interference, direct or indirect, by the other and each shall reside separate and apart from the other.

2. JOINT CUSTODY AND VISITATION.

A. Husband and Wife shall have the joint guardianship, care and custody of the children of the parties. The children's primary residence shall be with the Wife.

B. It is the purpose of this Agreement to establish specific minimum visitation requirements, to ensure the future rights of both parties to reasonable visitation with the children. At all times, Husband and Wife should strive for flexibility and cooperation, with due consideration for the career requirements of both parties.

C. The Husband shall have reasonable rights of visitation with the minor children of the parties, which shall include the following specific rights of visitation:

(i) Four (4) weekend days per month, "weekend days" defined as Saturdays and Sundays, to be agreed upon by the parties, from 6:00 p.m. the preceding evening until 6:00 p.m. upon each visitation day, beginning from the date of execution of this Agreement.

(ii) On the following holidays, the Husband shall have the right to have the children with him on an alternating every-other-year basis. The Wife shall have a similar right to have the children with her on alternate years to the end that the arrangement shall be reversed every other year, so that each of the parties shall have the children on the same holiday once every two years: Thanksgiving Day and the day after Thanksgiving Day; Christmas Eve and Christmas Day. When possible, the day after Thanksgiving and Christmas shall be merged with the weekend so as to allow for a four-day visitation.

(iii) The Husband shall be entitled to have the children for one continuous month in the summer for vacation purposes, which one month may be modified, by agreement of the parties, into four (4) separate one-week periods, or any combination thereof; and shall notify the Wife by May 1 of the year in question as to the date of selection.

D. Since the parties share joint custody, in the event that either party, as a result of employment obligations, health or for any other reason, shall be unable to assume the care and custody of the children for all or a portion of the specified custodial period, and such party requests the other to assume the

care and custody of the children during any period that would normally be the requesting party's period of care or custody pursuant to this Agreement, then in that event, the other party may assume care and custody of the children for such period.

E. The parties shall cooperate to the fullest extent possible to give effect to the visitation provisions; provided, however, the exercise of these privileges by the parties shall not interfere with the school schedule of the children, and shall be with due regard for the health and welfare of the children.

F. Each party will keep the other advised of their residence and telephone number. If either party plans to have the children with him or with her for more than 48 hours at a place other than each party's then place of residence, the other party shall be notified 24 hours in advance and supplied with the address and telephone number where the children can be reached.

G. The parties from time to time shall consult regarding the emotional, moral, educational, physical and general welfare of their children. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the children and both parents shall participate as much as possible in making all decisions with respect to education, medical treatment, illness, operations (except in emergencies), health, welfare and other matters of similar importance affecting the children. Decisions with respect to the aforesaid matters shall not be made by either of the parties in such a manner as to

exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with third parties which might affect such decisions. Each party shall provide the other with all medical, educational and other records, notices or information which relate to any aspect of the welfare of the children and shall execute any authorizations so that all information concerning the children shall be equally available to both parties.

It is the express intention of the parties to provide private education for the children and provide college education for the children, so long as the parties are financially able to do so.

H. The parties agree and consent that the Courts of the State of Maryland shall have full and complete jurisdiction with respect to any dispute between the parties relating to the children, notwithstanding any breach of any provision of this Agreement, regardless of their then domicile or residence; provided, however, that the responding party is given adequate actual notice and a reasonable opportunity to appear before the Court.

I. Neither Husband nor Wife shall attempt to permanently remove the children from the State of Maryland without first giving the other 90 days written notice of his or her intention to do so.

3. CHILD SUPPORT.

A. The Husband shall pay directly to the Wife the sum of \$500.00 per month for the support of the children (\$250.00 per month per child) which payments shall account from, and the first payment shall be due on, the first of the month next following the date of this Agreement. In the event that the marital home is sold (see Section 7), and upon the net proceeds of the sale being equally divided between the parties, the Husband shall pay the sum of \$700.00 per month for the support of the children (\$350.00 per month per child). Support payments with respect to each child shall terminate upon the first to occur of any one of the following events with respect to each child: arrival at age 18, marriage, or death of the child; provided, however, if at the time of termination by reason of age, a child has not yet completed high school, support shall continue until completion of high school or the occurrence of any other terminating event, but in any event no longer than arrival at age 19. The amount of child support paid to the Wife shall be abated during the month summer visitation period with the Husband.

B. During the term of this Agreement, subject to applicable laws and regulations, Husband and Wife shall claim one child each as a dependent for state and federal income tax purposes.

4. MEDICAL INSURANCE AND EXPENSES FOR BENEFIT OF CHILDREN.

A. The Husband shall maintain the existing health, medical and hospitalization insurance coverage for the benefit of each child of the parties or replace the same with and maintain equivalent insurance coverage for so long as the Husband has any obligation to pay for a child's support pursuant to Section 3 of this Agreement. The Husband shall furnish to the Wife upon request reasonable proof that said coverage is being maintained. Should the Husband fail to maintain such policy, program or coverage as hereinabove provided, the Husband will be liable for and will pay any medical or hospital bills, costs or expenses incurred by or for a child of the parties as would be covered under such policy, program or coverage had the same been in force and effect as hereinabove provided. Additionally, Husband shall pay Wife's existing health, medical, and hospitalization insurance coverage up to the date of final and absolute divorce.

B. The parties shall equally divide (50% to each) and be equally responsible for all extraordinary or major medical and surgical expenses of and for a child of the parties for as long as the Husband has an obligation to maintain a hospital and medical insurance policy, program or coverage for such child. The term "extraordinary" or "major" shall be defined as any non-insurance paid or unreimbursed expense for health or medical services or hospitalizations, including any insurance deductible.

C. The parties shall also equally divide (50% to each) and equally be responsible for all non-insurance paid or unreimbursed dental services for a child of the parties, including but not limited to orthodontic services. Any unnecessary orthodontic work (i.e., work performed solely for cosmetic purposes) shall require the written consent of both of the parties. Failure to obtain such consent shall negate the requirement that the non-consenting party contribute any monies for that particular procedure.

D. Except in the case of emergency or except when prior consultation shall not be feasible or practical, each party shall consult with the other with regard to the choice of doctors, dentists, psychiatrists, related professionals and hospitals with whom bills are incurred on behalf of the children. Any elective procedures shall be subject to the prior consent of both Husband and Wife.

E. All payments required pursuant to these provisions shall be paid, in full, within 30 days of written request for same, said request to be accompanied by copies of bills or invoices, and any related documentation.

5. LIFE INSURANCE FOR BENEFIT OF CHILDREN.

A. Until such time as each child reaches the age of 18 years, each of the parties shall keep in full force and effect by the payment of premiums when due, free of any loans or claims of

creditors, insurance policies on the life of the party, term or otherwise, with a net death benefit of \$50,000.00. During such time, each of the parties shall designate that, in the event of that party's death, the insurance death benefit shall be applied as follows: an amount equal to 50% of the then principal mortgage balance on the property described as 1659 Saint Paul Street, Hampstead, Maryland 21074, shall be paid to the mortgagee; with the remaining death benefit payable, in equal shares, to each living child, or to the custodian under the Maryland Uniform Transfers to Minors Act. The Husband hereby designates and names his brother, James K. Nesbitt, as custodian for the children in the event of the Husband's death. The Wife hereby designates and names her sister, Holly Carol Leister, as custodian for the children in the event of the Wife's death.

B. Each of the parties shall have the right to substitute life insurance policies, so long as the provisions of this Section 5 are complied with and each party replaces the policy in such a manner as to provide continuous life insurance coverage providing at least the same net death benefits for the same designated purposes and to the same designated beneficiaries, as set forth above.

6. WAIVER OF ALIMONY.

In consideration of the agreement of the parties, Robin Sue Nesbitt and John M. Nesbitt, to voluntarily live separate and apart and in consideration of the other provisions of this

Agreement, the parties do hereby waive any and all claim for temporary or permanent alimony and/or support, past, present or future, against each other. It has been explained to them and recognized by them that by reason of the execution of this Agreement, they cannot at any time in the future make any claim against the other for temporary or permanent alimony.

7. REAL PROPERTY.

A. Husband and Wife own as tenants by the entireties the fee simple property known as 1659 Saint Paul Street, Hampstead, Maryland 21074, hereinafter referred to as the "marital home." The mortgage payment upon said house, inclusive of insurance and taxes, is approximately \$920.00 per month. Of that amount, the Husband agrees to pay to lending institution one-half (1/2) of the mortgage and taxes due per month, until such time as the property is transferred in accord with the following provisions of this Section 7. The parties recognize that it may, from time to time, be advantageous to make additional payments against the principal balance of the mortgage. Subject to the agreement of the parties to make such payments, said payments are to be equally divided by the Husband and Wife.

B. Husband agrees that the Wife shall have the exclusive right to occupy the marital home, wherein she shall reside with the children, until the first to occur of any of the following events:

(i) the Wife's death;

(ii) the Wife's remarriage;

(iii) the youngest of the then living child of the parties attains the age of 18 or graduates from high school, whichever occurs later, but in no event beyond the time when the youngest child attains the age of 19; or

(iv) the expiration of 90 days after the Wife gives the Husband written notice of her desire and intent to permanently vacate the marital home with the intention of making other quarters her permanent place of residence.

From the date of this Agreement until the Wife's exclusive occupancy terminates, neither party shall encumber or attempt to encumber his or her interest in the marital home. During the period of the Wife's exclusive occupancy, she shall pay all utility payments incident to the possession and use of the marital home, and shall, at her expense, keep the marital home and its fixtures in good repair and order. Any required major repairs shall be agreed to by both parties and the costs for such repairs shall be equally divided by the parties. The Husband shall pay for and maintain a policy of Homeowners Insurance upon the property described as 1659 Saint Paul Street, Hampstead, Maryland 21074.

C. While Wife is living in the marital home pursuant to the terms of this Agreement, Wife may not rent all or a portion of the marital home to any third person, or allow any other person to maintain or establish permanent residence therein, without the prior written consent of the Husband.

D. Upon termination of the Wife's right to occupancy under Section 7(B)(i), (ii) or (iii), or upon the Wife's giving of 90 days written notice as provided in Section 7(B)(iv) of this Agreement, the marital home shall be sold and the net proceeds from the sale shall be divided equally between the parties. All costs incurred incident to the sale (fees, commissions, etc.) shall be borne equally by the parties. The Wife hereby covenants to cooperate fully regarding the sale of the property, and to surrender and vacate the property not less than thirty (30) days prior to the settlement date for the property. Upon the settlement of the property, Husband's mortgage payment obligation shall cease.

The Wife shall have a first option to purchase the property, at fair market value.

E. In the event of the death of either of the parties during the period of exclusive occupancy by the Wife, as provided herein, the surviving party shall have the right to immediate possession and occupancy of the marital home. The deceased party's 50% interest in the marital home shall belong equally to the children and the surviving party agrees to execute such deed or other instrument as may be necessary to carry out the transfer and/or conveyance of the deceased party's interest, aforesaid.

8. TANGIBLE PERSONAL PROPERTY.

A. Upon vacating the marital home, the Husband has the right to take with him, solely own and possess, all personal

property owned by him prior to the marriage, and his personal possessions, including his clothing, toiletries, and related items.

B. Family use personal property, including furniture, appliances and fixtures, shall remain at the marital home for the exclusive use of the Wife and the children during the Wife's period of exclusive occupancy, as put forth at Section 7(A) of this Agreement. In a good faith effort to mutually agree upon a satisfactory distribution of the family use personal property upon termination of the Wife's right of exclusive occupancy, the value of the personal property is placed at \$6,000.00. Upon the date of settlement of the sale of the real property or within 60 days of termination of her right of exclusive occupancy, whichever comes first, the Wife shall pay to the Husband the sum of \$3,000.00, representing his interest in the personal property contained therein.

9. OTHER PROPERTY, TANGIBLE AND INTANGIBLE.

A. Except as herein provided, each party is and shall remain the owner of all such bank, savings, financial institution accounts, stocks, bonds and securities, annuities, pension, retirement and deferred compensation plans, insurance policies and all other property, real, personal or mixed, tangible or intangible, as are presently titled or registered in his or her name alone; subject only to those limitations or restrictions contained within this Agreement.

B. Husband is a participant in a pension plan, profit sharing plan, or other form of retirement plan through his employer, E-Z Industries, Inc., as the same plan(s) may exist from time to time. The parties agree that the Wife shall be the alternate payee of the aforesaid pension and that the parties' Judgment of Divorce shall be a Qualified Domestic Relations Order as defined by the Retirement Equity Act of 1984, as from time to time amended. Wife's equitable interest in Husband's pension, profit sharing or other retirement plan is hereby declared to be fifty percent (50%) of the "marital share" of said pension benefit, the marital share being that fraction of the benefit whose numerator shall be the number of months of the parties' marriage during which benefits were being accumulated, which number is 116, and whose denominator shall be the total number of months during which benefits were accumulated prior to the time when the payment of such benefits shall commence. Wife shall receive fifty percent (50%) of the aforesaid marital share of any payments made from the pension to Husband, including any death benefits, if, as, and when such payments are made.

C. All jointly held charge accounts shall be promptly terminated, upon execution of this Agreement, and any charge or credit cards possessed by either party upon an account in the name of the other party shall be immediately destroyed.

10. REPRESENTATION BY COUNSEL.

Wife hereby acknowledges that J. Robert Johnson, Esquire (McIntire & Johnson, 11 North Court Street, Westminster, Maryland 21157), has represented her and has rendered legal advice to her with respect to the marital rights of the parties and in connection with the negotiation, preparation and execution of this Agreement. Husband hereby acknowledges that Georgia Lewis Leonhart, Esquire (Inner Harbor Center, Eighth Floor, 400 East Pratt Street, Baltimore, Maryland 21202, (301) 625-5050), has represented him and has rendered legal advice to him with respect to the marital rights of the parties and in connection with the negotiation, preparation and execution of this Agreement.

11. COUNSEL FEES, COSTS AND EXPENSES.

A. Each party shall pay their own counsel fees for legal services rendered to them to the date of this Agreement and each shall pay their own counsel fees in connection with any future disputes or legal proceedings between the parties, solely subject to the exception as put forth at paragraph 16 of this Agreement.

B. In any proceeding resulting in an absolute divorce, Husband and Wife shall divide equally between them court costs and Master's fee, if any.

12. JURISDICTION.

The parties covenant and agree that the Courts of the State of Maryland shall have jurisdiction, to the fullest extent

permitted by law or relevant Rules of Procedure, regarding any dispute arising out of any of the terms of this Agreement.

13. DISCLOSURE.

Both the legal and practical effect of this Agreement have been fully explained and disclosed to each party by his or her attorney. Each party has been represented by independent counsel of his or her own choosing in the negotiation of this Agreement. Husband and Wife acknowledge that the Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other, or by any person or persons upon either party, and that each has signed the Agreement freely and voluntarily.

14. INDEMNIFICATION IN CASE OF BREACH.

Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement shall indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including, but not limited to, reasonable attorneys' fees.

15. INTEGRATION CLAUSE.

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

16. MUTUAL GENERAL RELEASE.

Except for the rights provided in this Agreement, the parties, for themselves and for their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, any and all rights, actions, causes of action, claims, debts, demands and obligations which each may have against the other, whether arising out of the marriage or otherwise.

17. CANCELLATION, MODIFICATION OR WAIVER.

Any cancellation, modification or waiver of this Agreement or any of its provisions shall be made only upon the express agreement of the parties in writing and signed, sealed and acknowledged by both of them. The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a cancellation, modification or waiver of the same.

18. DEPENDENT CLAUSES AND SEVERABILITY.

If any provision of this Agreement is invalid under the laws of Maryland, such invalidity shall not invalidate the entire Agreement, but in such event, this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

19. CONTROLLING LAW.

The parties are presently residents of and domiciled in the State of Maryland and this Agreement shall be construed in accordance with the laws of that State.

WITNESS the hands and seals of the parties, the day and year first above written.

WITNESS:

Georgia L. Lonhart [Signature] (SEAL)
Robin S Nesbitt (WIFE)

Georgia L. Lonhart [Signature] (SEAL)
John M. Nesbitt (HUSBAND)

STATE OF MARYLAND, CITY/COUNTY OF Baltimore:
 I hereby certify that on this 15th day of June,
 1990, before me, the subscriber, a Notary Public of the State and
 Subdivision aforesaid personally appeared Robin Sue Nesbitt, the
 "Wife" named in the foregoing Agreement, who made oath in due form
 of law that the foregoing Agreement is her voluntary act and deed
 and that the matters and facts set forth therein are true and
 correct.

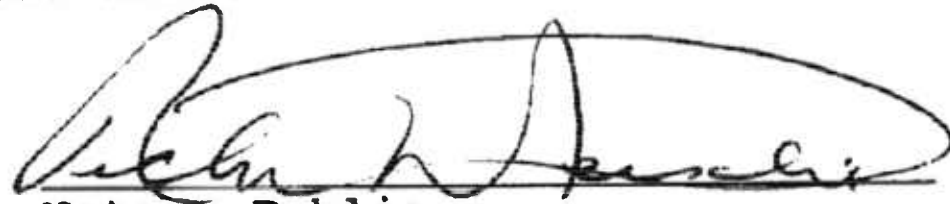
As witness my hand and Notarial Seal.

[Signature]
 Notary Public
 My Commission Expires July 1, 1990
 My commission expires: _____

STATE OF MARYLAND, CITY/COUNTY OF Baltimore:

I hereby certify that on this 13th day of June,
1990, before me, the subscriber, a Notary Public of the State and
Subdivision aforesaid personally appeared John M. Nesbitt, the
"Husband" named in the foregoing Agreement, who made oath in due
form of law that the foregoing Agreement is his voluntary act and
deed and that the matters and facts set forth therein are true and
correct.

As witness my hand and Notarial Seal.


Notary Public

My Commission Expires July 1, 1990

My commission expires: _____

G. JOHN FILBY : In the
Plaintiff : Circuit Court
vs : for
JAMI FILBY : Carroll County
Defendant : Case No. C-91-11927

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 4th day of March, 1992, that the above-named Plaintiff, G. John Gilby, be and he is hereby granted an Absolute Divorce from the Defendant, Jami Filby; and

It is further ORDERED that the name of the Defendant, Jami Filby, be and the same is hereby changed to Jami Lee Manning, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

CLERK
MAR 5 10 11 AM '92
JAMES H. BECK
JUDGE
JAMI L. MANNING

TERI LYNN WILLIAMS	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
MELVIN GREGORY WILLIAMS	*	CARROLL COUNTY
Defendant	*	Case No. C-91-11960
* * * * *		

JUDGMENT OF ABSOLUTE DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 4th day of March, 1992, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, TERI LYNN WILLIAMS, is hereby granted an Absolute Divorce from the Defendant, MELVIN GREGORY WILLIAMS; and it is further

ORDERED that the Plaintiff, Teri Lynn Williams, is granted the care and custody of the minor children of the parties; namely, Cheryl Williams, born February 20, 1984; Ashley Williams, born August 31, 1986; and Britney Williams, born December 29, 1987; and it is further

ORDERED that the Defendant, Melvin Gregory Williams, is granted visitation with the minor children in accordance with the agreement reached between the parties as follows:

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CLERK OF COURT
CARROLL COUNTY, MD
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ORDERED that the Defendant, Melvin Gregory Williams, is granted visitation with the minor children in accordance with the agreement reached between the parties as follows:

- A. The Defendant shall have the children for visitation every other weekend from Friday at 7:00 p.m. until Sunday at 6:00 p.m.
- B. The children shall spend Mother's Day with the Plaintiff and Father's Day with the Defendant. The parties will make arrangements for visitation on the remaining holidays of Easter, Fourth of July, Labor Day, Thanksgiving, and Christmas.
- C. The parties will be flexible as to scheduling additional times and activities;

and it is further

ORDERED that the Defendant, Melvin Gregory Williams, shall pay child support unto the Plaintiff, Teri Lynn Williams, in the amount of One Hundred Forty-one Dollars (\$141.00) per week with all such payments to be paid through the Carroll County Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED that if the Defendant accumulates support payment arrears amounting to more than thirty (30) days, he shall be subject to earnings withholding; and it is further

ORDERED that the Defendant is required to notify this Court within ten (10) days of any change of address or employment so long as this support Order is in effect; and it is further

ORDERED that failure to notify the Court of a change of address or employment shall subject the Defendant to a penalty

not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in his not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that the issue of alimony is reserved; and it is further

ORDERED that the costs of this proceeding are waived.


JUDGE

ERIC SCOTT MINNICH	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DEBORAH L. MINNICH	:	CARROLL COUNTY
Defendant	:	CASE NO. C-91-11971

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *5th* day of *March*, 1992, that the Plaintiff, ERIC SCOTT MINNICH, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DEBORAH LEIGH MINNICH; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated December 19, 1990 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck Sr.
JUDGE

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VOLUNTARY MARITAL SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 19th day of December, 1990, by and between Eric Scott Minnich, (hereinafter referred to as the Husband,) and Deborah Leigh Minnich, (hereinafter referred to as the Wife) and collectively referred to hereinafter as the Parties.

WITNESSETH:

WHEREAS, the parties hereto were married on the 31st day of March, 1987, in a civil ceremony in Carroll County Maryland; and

WHEREAS, no children were born to the parties; and

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart from each other with the intention of terminating their marriage; and

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them, and which may be hereafter acquired by them, without waiving any ground for divorce which either of them may now or hereafter have against the other. The parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and of the mutual promises and undertakings contained herein, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

A. SEPARATION. The parties, on the 13th day of October, 1990, mutually and voluntarily agreed to separate, with the intention of terminating their marriage, and to live separate and apart, in separate places of abode, without cohabitation. Each party shall be free from interference, restraint, authority, control or molestation, direct or indirect, from the other, as if each were single and unmarried, except in regard to the relations, duties and obligations hereinafter set forth or unless they should mutually agree, in writing, to vacate this Agreement. Neither shall molest the other, interfere with the other, or attempt to compel the other to cohabit or dwell with him or her, the parties hereto having executed this Agreement with the intent that it shall constitute full corroboration of the mutual and voluntary nature of the separation

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Page 1 of 12

of the parties hereto. Each may reside at such place or places as each may select. Each party may engage in any business, profession, or employment as may be desired for his or her separate use and benefit.

This Agreement shall not constitute a waiver of any ground for divorce which either of the parties may now or hereinafter have against the other.

In case of a reconciliation or in the event that any other impediment to a limited divorce, or absolute divorce shall hereinafter occur, the provisions of this Agreement as to the property rights of each shall not be affected, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement; and this Agreement shall remain binding upon the parties to whatever extent it shall not be contrary to the public policy of the State of Maryland.

B. MUTUAL WAIVER OF ALIMONY. In consideration of the mutual covenants and agreement of the parties herein contained and the acceptance by the parties of the provisions made herein for their respective benefit, and for other good and valuable consideration, each party hereby releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present, or future.

The alimony provisions set forth in this Agreement are made pursuant to Annotated Code of Maryland, Family Law Article, Sections 8-101 to 8-103, and with the full understanding and agreement that this provision is not subject to court modification.

C. PERSONAL PROPERTY. The parties agree that all personal property shall be divided in accordance with this Paragraph and Schedules A and B attached hereto and made a part hereof.

The parties acknowledge that the Wife is in possession of a 1990 Toyota Pick-up truck titled in both parties names and which is presently subject to a lien with Mazda Credit. Husband is in possession of a 1973 Chevrolet Chevelle, in Husband's name and which is not subject to a lien. The parties also own a 1989 Honda all-terrain vehicle subject to a loan with Carroll County Bank and Trust Company. Simultaneously, with the execution of this Agreement, Husband shall assign to Wife all of his right, title and interest in and to the 1990 Toyota Pick-up truck, and shall, at Wife's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Husband shall at the same time, sign a gift certification form provided by the Motor Vehicle Administration.

Wife shall assume full responsibility for payment of any debt against the 1990 Toyota Pick-up truck which she receives hereunder and shall indemnify and hold Husband harmless from any and all liability or debts therefor.

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The Wife shall assign to Husband all of her right, title and interest, if any, in and to the 1973 Chevrolet Chevelle automobile and Husband shall indemnify wife from any debt or liability related thereto.

The parties agree to sell the ¹⁹⁸⁵ Honda all-terrain vehicle and divide the proceeds from the sale equally after satisfying any loans or liens existing on said vehicle.

Each party shall retain, as his or her sole and separate property any personal effects. Further, the Parties agree to close all savings and checking accounts currently owned by them jointly and agree to divide equally all savings bonds owned by them jointly which were acquired during the marriage.

D. PENSION WAIVER. Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, 401-K Plan employment savings plans or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan. The parties shall, within (10) days of the request by either, execute any such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

E. DISPOSITION OF REAL PROPERTY. The Parties own, as Tenants by the Entireties, improved premises in Carroll County, Maryland known as 127 Meadow Lark Avenue, Mt. Airy, Maryland 21771 (the "Home") which is subject to a lien of a mortgage with Bank of Boston in the approximate amount of Ninety-Three Thousand Eight Hundred Fifty-Eight Dollars and two cents (\$93,858.02).

The Wife shall have the exclusive right to occupy the Home until such time as the Home is sold in accordance with this Paragraph. So long as Wife continues to occupy the Home in accordance herewith, she shall be solely responsible to pay one-half (1/2) of the ^{WHICH INCLUDES TAXES AND INSURANCE} mortgage ^{FCSE} plus all other expenses of the Home, including but not limited to, water and utility bills, ~~real property taxes~~, telephone bills, ~~insurance premiums on the home and contents~~, and all necessary repairs both major and minor. Husband shall be obligated to pay one-half (1/2) ^{INCLUDING TAXES AND INSURANCE} of the mortgage payment, during Wife's occupancy of the Home. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify him from any liability therewith. The parties shall sell the Home, either directly or through a broker of their choice, at a price

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agreed upon by the parties, or, if they are unable to agree, at a price determined by a broker selected by Husband and Wife or their counsel. Wife may continue to occupy the Home until the closing. The parties shall execute any contract to make the sale of the Home and any deed and or other document necessary to consummate the sale under contract and in accordance with this paragraph. If for any reason either party does not, within twenty-one (21) days of delivery to him or her, execute any listing contract or contract to make the sale of the Home, in accordance with the provisions of this paragraph, or any deed, instrument or other such document, then the other party may execute the same on his or her behalf as his or her agent pursuant to any agency coupled with an interest, and each party hereby irrevocable appoints to the other with the full power of an attorney in fact for him or her to execute, acknowledge, and deliver any and all necessary or desirable contracts, deeds, releases, mortgages, instruments or documents for the purpose of listing, conveying, clearing or waiving any interest or right in the home as fully as he can do personally, with full power of substitution and conforming all that the agent and attorney in fact or substitute may do or cause to be done. Upon the sale of the Home in accordance herewith, the net proceeds of sale shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting it from the gross sales price (1) any broker's commissions and/or attorney's fees incurred in connection with the sale, (2) all expenses of the sale and closing costs, and (3) the principle, accrued interest and any prepayment penalty due on the mortgage. The Wife's obligations hereunder this paragraph shall commence on the date of the execution of this Agreement.

F. POSSESSION AND VISITATION OF FAMILY PET. Wife shall have full possession of the family's pet, namely the Chinese Pug dog.

G. DEBTS AND BILLS. The parties acknowledge a joint-marital master card debt with the balance of approximately \$284.00. The Wife agrees to pay off the master card debt and to indemnify Husband from any debt related thereto. The Wife is an account holder of a Sears Roebuck and Company account. The Wife agrees to be fully responsible for the Sears account and agrees to indemnify Husband from any debt therefor. Husband agrees to be fully responsible for the loan existing on the vacuum cleaner, said vacuum to be Husband's personal property pursuant to Schedule A attached hereto and made a part hereof.

The Parties agree to cooperate with each other in order to close all joint-marital accounts.

Except as otherwise provided herein, each party shall assume responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from

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any and all liability therefor from and after the date of this Agreement. Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

H. MUTUAL RELEASE AND HOLD HARMLESS. Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

I. INCOME TAX RETURNS. The parties shall file joint Federal and State income tax returns for the calendar year 1990 if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

J. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE. Except as otherwise provided herein, each of the parties hereto for himself or herself or their respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may have had or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in

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marital property, either statutory or arising at common law, specifically including all claims, demands, and interest arising under the Marital Property Act, Annotated Code of Maryland, Family Law Article, Sections 8-201 to 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by each shall pass by his or her Will or under the laws of descent as the case might be, free from any right or inheritance, title or claim in the other party as if the parties at such time were unmarried.

K. INSURANCE. Each party agrees to provide their own automobile insurance. The Husband agrees to keep the Wife covered under his health insurance provided by his employer so long as Husband is eligible for such coverage, until December 31, 1991 at which time Wife shall obtain her own health insurance coverage.

L. RESERVATION OF GROUNDS FOR DIVORCE. Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

M. COURT COSTS, MASTER'S FEES. Husband agrees to pay any court costs, including Master's fees, which shall be necessary in order to effectuate an Absolute Divorce between the parties which shall incorporate the terms of this Agreement.

N. COUNSEL FEES. Each Party agrees to pay their own counsel fees associated with the preparation negotiation and execution of any Separation Agreement and any future representation in effectuating an action for divorce. However, if either party fails to abide by the terms of this Agreement, so that enforcement by way of legal proceedings becomes necessary, then the breaching party shall pay the non-breaching party's attorney's fees.

O. CONSULTATION OF COUNSEL. Each party hereto warrants that he or she has read this Agreement, that he or she has had independent legal advice by counsel or the opportunity to consult with counsel of his or her own selection, and that each fully understand the facts and has had the opportunity to be fully informed of all legal rights and liabilities, and after having had the opportunity to be advised each believes this Agreement to be fair, just and reasonable, and that this Agreement is not based upon any representations made to one by the other, or their attorney, or anyone else, that no verbal representations of any character have induced the making of this Agreement other than those enumerated herein, and that each signed this Agreement freely and voluntarily.

BARTOLINI, BLEECKER
AND SEAMAN
ATTORNEYS AT LAW
1912 LIBERTY ROAD
ELDERSBURG, MD 21784
(301) 549-6363
51 MONROE STREET
SUITE 603
ROCKVILLE, MD 20850
(301) 762-3744
8335 COURT AVENUE
ELLICOTT CITY, MD 21043
(301) 781-6767 OR (301) 461-6767

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P. DEPENDENT COVENANTS. All covenants, promises, undertakings and the like that constitute the transfers of property contemplated by this Agreement shall, be deemed as dependent covenants, promises or undertakings.

Q. TERMS IN CONFLICT WITH THE LAW. If it should appear that any of the terms hereof are in conflict with any rule of law or statute or if any such terms are held to be invalid or unenforceable in a matter involving a dispute arising out of this Agreement, then the terms hereof which may be in conflict or invalid or unenforceable shall be deemed inoperative and null and void insofar as such conflict or unenforceability and for the purposes of said dispute shall be deemed modified to conform to such rule of law or judicial determination. If such terms may not be modified to conform to such rule of law or judicial determination then such terms shall be regarded as severable and this Agreement shall otherwise remain enforceable to the extent that it is not in conflict with any rule of law or statute.

R. FURTHER ASSURANCES. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge, and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

S. APPLICABLE LAW. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Maryland.

T. MODIFICATION. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

U. SURVIVAL OF AGREEMENT. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in said Decree, then and in that event the parties agree that they shall nevertheless abide by and carry out all of the provisions of this Agreement.

V. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties. There are no representations, warranties, covenants

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or undertakings other than those expressly set forth herein. This Agreement shall insure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and assigns.

W. DISCOVERY; WAIVER OF RIGHT TO FINANCIAL INFORMATION OF OTHER PARTY. Each party is aware and has been informed that under the law they have broad financial discovery rights of the other party's finances, including, but not limited to, sworn net worth statements, sworn interrogatories, and oral depositions under oath. The parties further acknowledge that they have the right to have an accountant examine all financial records, books, and documents of the other party. The parties further have the right to have actuaries evaluate any pensions or other similar retirement accounts. The parties are aware of these broad and important discovery rights and by executing this Agreement agree to waive those rights.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

[Signature]
WITNESS

[Signature] (SEAL)
Eric Scott Minnich

[Signature]
WITNESS

[Signature] (SEAL)
Deborah Leigh Minnich

STATE OF MARYLAND: CITY/COUNTY OF

Baltimore

I HEREBY CERTIFY that on this 19th day of December, 1990, before me, a Notary Public in and for the aforesaid State and City/County, personally appeared Eric Scott Minnich who is personally well known to me to be the person who executed the foregoing Voluntary Separation and Property Settlement Agreement, and did acknowledge in due form of law under the penalties of perjury that the matters and things therein are true and that the voluntary separation of both parties to this Agreement was a mutual and voluntary act by each.

WITNESSETH, my hand and notarial seal.



[Signature]
NOTARY PUBLIC

My Commission expires:

October 1, 1991

BARTOLINI, BLEECKER
AND SEAMAN
ATTORNEYS AT LAW
1912 LIBERTY ROAD
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8335 COURT AVENUE
ELLCOTT CITY, MD 21043
(301) 781-6767 OR (301) 461-6767


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STATE OF MARYLAND: CITY/COUNTY OF FREDERICK

1991 I HEREBY CERTIFY that on this 3rd day of JANUARY, 1990, before me, a Notary Public in and for the aforesaid State and City/County, personally appeared Deborah Leigh Minnich who is personally well known to me to be the person who executed the foregoing Voluntary Separation and Property Settlement Agreement, and did acknowledge in due form of law under the penalties of perjury that the matters and things therein are true and that the voluntary separation of both parties to this Agreement was a mutual and voluntary act by each.

AS WITNESS, my hand and Notarial Seal.


NOTARY PUBLIC

My Commission expires: 3/1/95

BARTOLINI, BLEECKER
AND SEAMAN
ATTORNEYS AT LAW
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SCHEDULE A

WIFE'S PERSONAL PROPERTY

1. Large color T.V.
2. Dehumidifier
3. Dog
4. Furniture within the marital home
5. Personal effects
6. 1989
1990 Toyota Pick-up truck

BM

BARTOLINI, BLEECKER
AND SEAMAN
ATTORNEYS AT LAW
1912 LIBERTY ROAD
ELDERSBURG, MD 21784
(410) 549-6363
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BM

BOOK 48 PAGE 246

SCHEDULE B

HUSBAND'S PERSONAL PROPERTY

1. 1973 Chevy Chevelle
2. All of the weights and bar bells
3. Police scanner
4. Desk
5. Personal effects
6. Vacuum cleaner

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AND SEAMAN
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Page 12 of 12

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DANETTE L. ILLIANO

Plaintiff

v.

FAUSTO ILLIANO

Defendant

*

*

*

*

*

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

CASE NO: CV8949

ORDER

Upon consideration of pleadings and papers in this Court's file and evidence and argument submitted at a hearing on December 2, 1991 and

WHEREAS it appears that there was no child support arrearage as of the date of the hearing, it is this 9th day of March, 1992

ORDERED that the record reflect that this Court granted Plaintiff an absolute divorce from Defendant (based upon voluntary separation) on the date of the hearing, and it is further

ORDERED that Defendant pay Plaintiff child support at the most recent rate that was set by this Court while litigation was pending, and it is further

ORDERED pursuant to Md. Fam. Law Code Ann. §10-120(d)

that:

(1) if the obligor accumulates support payments arrears amounting to more than 30 days of support, the obligor shall be subject to earnings withholding;

clk
RECORDED IN
CIRCUIT COURT
M.D.

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(2) the obligor is required to notify the court within 10 days of any change of address or employment so long as the support order is in effect; and

(3) failure to comply with item (2) of this subsection will subject the obligor to a penalty not to exceed \$250 and may result in the obligor's not receiving notice of proceedings for earning withholding.

and it is further,

ORDERED that Defendant pay Plaintiff \$200.00 toward counsel fees, and it is further

ORDERD that court costs be divided equally by the parties, and it is further

ORDERED that this Court will retain jurisdiction and pass further orders as circumstances require.


JUDGE

DANETTE L. ILLIANO * IN THE
 Plaintiff * CIRCUIT COURT
 V. * FOR
 FAUSTO ILLIANO * CARROLL COUNTY
 Defendant * Case No. CV 8949

* * * * *

JUDGMENT OF DIVORCE

UPON CONSIDERATION of pleadings and papers in this Court's file and evidence and arguments submitted at a hearing on December 2, 1991, and

WHEREAS, the Order of this Court dated March 9, 1992, does not fully set forth the matters agreed upon between the parties,

IT IS this 6th day of April, 1992, by the Circuit Court for Carroll County,

ORDERED that no child support arrearage existed as of the date of said hearing; and it is further

ORDERED, that Plaintiff, Danette L. Illiano, is granted an Absolute Divorce from Defendant, Fausto Illiano, nunc pro tunc December 2, 1991; and it is further

ORDERED, that Plaintiff is granted permanent custody of the parties' minor child, Chiara Rose Antoinette Illiano, and the Defendant is hereby granted reasonable rights of visitation with said child; and it is further

ORDERED, that Defendant shall pay to Plaintiff, as child support and through the Bureau of Support Enforcement, the sum of \$103.20 per week; and it is further

Page 1 of 2

LAW OFFICES
 SILBIGER & COLEMAN
 50 Winters Street
 Westminster, Maryland 21157
 Frederick Office
 220 West Patrick Street
 Frederick, Maryland 21701

ORDERED, pursuant to Maryland Annotated Code, Family Law Article, Section 10-120(d):

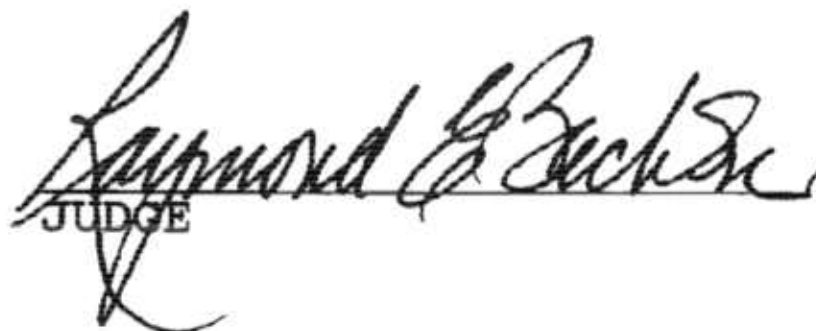
- (1) if the obligor accumulates support payments arrears amounting to more than 30 days of support, the obligor shall be subject to earnings withholding;
- (2) the obligor is required to notify the court within 10 days of any change of address or employment so long as the support order is in effect; and
- (3) failure to comply with item (2) of this subsection will subject the obligor to a penalty not to exceed \$250.00 and may result in the obligor's not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that Plaintiff be restored the use of her maiden name, Danette Lynn Kirkner; and it is further

ORDERED, that Defendant pay to Plaintiff the sum of \$200.00 toward her counsel fees; and it is further

ORDERED, that the court costs be divided equally by the parties; and it is further

ORDERED, that this Court will retain jurisdiction and pass further orders as circumstances require.


JUDGE

CATHY LYNN REITER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JOHN FRANKLIN REITER	:	Carroll County
Defendant	:	Case No. C-91-12051

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 5th day of March, Nineteen Hundred and Ninety-two, that the above-named Plaintiff, Cathy Lynn Reiter, be and she is hereby granted an Absolute Divorce from the Defendant, John Franklin Reiter; and

It is further ADJUDGED and ORDERED that the Plaintiff, Cathy Lynn Reiter, be and she is hereby awarded custody of John Wade Reiter and Shawn Patrick Reiter, the minor children of the parties hereto, with the right unto the Defendant, John Franklin Reiter, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$30.00 per child per week, for a total of \$60.00 per week, toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ORDERED that this order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article §10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

ELENA D. LIBERATORE : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 SALVATORE G. LIBERATORE : CARROLL COUNTY
 Defendant : CASE NO. C-91-12146

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of March, 1992, that the Plaintiff, ELENA D. LIBERATOR, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, SALVATORE G. LIBERATORE; and

IT IS FURTHER ORDERED, the Separation Agreement between the parties dated October 22, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her former name, to wit, ELENA DIANA CUNNINGHAM; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Raymond E. Beck, Sr.
 JUDGE

clh
 RECEIVED IN
 COURT
 11/18/92
 10 09 AM '92
 WJH
 CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 22nd day of OCTOBER, 1991, by and between ELENA LIBERATORE, ("Wife") and SALVATORE G. LIBERATORE, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on March 5, 1988, in Baltimore County, Maryland. No children were born as a result of their marriage. Irreconcilable differences have arisen between the parties and they are now, and have been since September 18, 1990, voluntarily living in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties to this Agreement to formalize their voluntary separation and to settle all questions regarding alimony and support, counsel fees, their respective rights in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the

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507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

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2/18/92
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other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS OF SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, and specifically including all claims, demands and interests arising under the Marital Property Act, Ann. Code of Md., Family Law Act, Sections 8-201, et. seq., as from time to time amended and specifically including any right to act as the other's personal representative. It is the intention of each and both parties

- 2 -

that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. MARITAL HOME

The parties own, as tenants by the common, the improved premises known as 2599 Sams Creek Road, New Windsor, Maryland, (the "Home"). Husband is to have the exclusive use and possession of the family home. Each party is to contribute one half of the mortgage payment and expenses of upkeep and repairs for the home. Husband will be responsible for C&P Telephone and Gas & Electric. The Wife agrees to purchase the marital home from the Husband and to settle all other marital property rights between the parties for the sum of Sixty-one Thousand Dollars (\$61,000.00) net, said monies to be paid at the time of the refinancing and settlement of the property absolving Mr. Liberatore from any and all liability on the existing mortgage. This purchase of the marital home is contingent upon the sale of the Gray's home (Mrs. Liberatore's daughter) within two (2) years from the date of this Agreement.

THE HUSBAND SHALL RETURN THE HOME TO WIFE IN GOOD CONDITION WITH ALL EXISTING APPLIANCES AND FIXTURES IN PLACE.

If the Gray's home does not sell within two (2) years from the date of this Agreement, then the marital home is to be placed on the market with a multi listed real estate company

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immediately at the end of the two (2) year period for a figure in line with the current appraisal and the realtor's suggestion for pricing for sale. Any contract within \$5,000.00 of the listing is to be accepted. After the existing mortgage payments and expenses related to the sale of the home, the net proceeds are to be divided as follows. The sum of \$12,500.00 is to be subtracted from the net proceeds and payable to Wife. After that sum has been paid to Wife, the balance is to be divided equally between the two parties.

4. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. Except as stated herein, the parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, with the exception of the tractor which is to remain with the family home until it is sold then the tractor will be returned to Wife, free and clear of any interest of Husband. The

* Tractor is to be returned to husband in good working condition by early spring

B. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pension, profit-sharing plans, individual

* HUSBAND shall also return the tractor to wife at time of wife's possession in good working condition.

retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

5. ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. DEBTS

Except as provided otherwise herein, each party shall assume responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of the Agreement, each will be responsible for his or her own debt or liability, and shall hold

and save the other harmless, and indemnify the other, from any such debts or obligations.

7. DISCOVERY; WAIVER OF RIGHT TO FINANCIAL INFORMATION
OR OTHER PARTY

Each party is aware and has been informed that under the law they have broad financial discovery rights of the other party's finances, including, but not limited to, sworn net worth statements, sworn interrogatories, and oral depositions under oath. The parties further acknowledge that they have the right to have an accountant examine all financial records, books, and documents of the other party. The parties further have the right to have actuaries evaluate any pensions or other similar retirement accounts. The parties are aware of these broad and important discovery rights and by executing this Agreement agree to waive those rights.

8. MUTUAL RELEASE AND INDEMNIFICATION

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any

account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

9. WAIVER OF PENSION

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient in the form of payment of any benefit upon retirement or death under any pension plan, profit sharing plan, or other form of retirement or deferred income plan.

10. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

11. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Maryland Marital Property Act, Annotated Code of Maryland, Family Law Article, Section 8-201 through Section 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated, but not merged, in said decree of divorce. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

LAW OFFICES
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507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or voluntarily waived use of counsel. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party. Each of the parties hereto agree to pay their own counsel fees and the moving party in any divorce proceedings shall be responsible for the costs of such a proceeding. * C.L.

E. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

F. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

* IF EITHER PARTY SHALL BREACH THE TERMS OF THIS AGREEMENT SUCH THAT ENFORCEMENT BY WAY OF LEGAL PROCEEDINGS BECOMES NECESSARY, THEN THE BREACHING PARTY SHALL PAY THE NON-BREACHING PARTIES REASONABLE ATTORNEYS FEES. C.L.

IN WITNESS WHEREOF, the parties hereto have hereunder
set their hands and seals the day and year first above written.

WITNESS:

Kirk Paman

Elena Liberatore
ELENA LIBERATORE

ae L H

Salvatore G. Liberatore
SALVATORE G. LIBERATORE

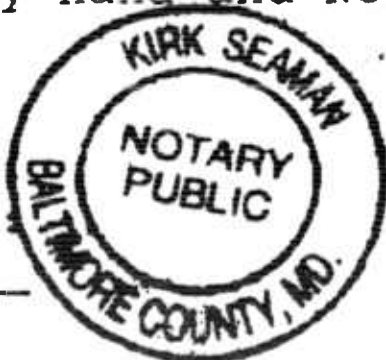
LAW OFFICES
ALAN GARFINKLE, P. A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

HOLD4
AG/lf

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of OCTOBER, 1991, the above-named, ELENA LIBERATORE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Kirk Seaman
NOTARY PUBLIC

My Commission Expires:

10/15/94

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of October, 1991, the above-named, SALVATORE G. LIBERATORE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Alan Garfinkle
NOTARY PUBLIC

My Commission Expires:

Oct 1, 1992

LAW OFFICES
ALAN GARFINKLE, P.A.
507 PARK AVENUE
BALTIMORE, MARYLAND 21201
(301) 727-0080

ROY CHARLES BABYLON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CAROL BABYLON	:	CARROLL COUNTY
Defendant	:	CASE NO. C-92-12312

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *5th* day of *March* ~~February~~, 1992, that the Plaintiff, ROY CHARLES BABYLON, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CAROL BABYLON; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, JESSICA NICOLE BABYLON (born July 30, 1987) and ROY CHARLES BABYLON, JR. (born April 9, 1989) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances all subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of \$100.00 per month per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:

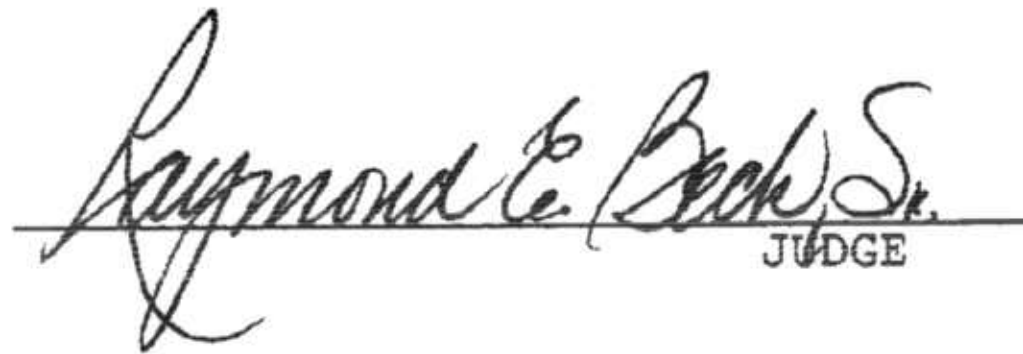
(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the provisions of the Separation Agreement between the parties of September 27, 1990 be and the same are hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1990, by and between CAROL BABYLON, hereinafter referred to as "Wife", and ROY CHARLES BABYLON, hereinafter referred to as "Husband".

WHEREAS, the parties hereto were lawfully married on June 15, 1985.

WHEREAS, two children have been born to the parties as a result of their marriage, namely, JESSICA NICOLE BABYLON, born July 30, 1987; and ROY CHARLES BABYLON, JR., born April 9, 1989; and

WHEREAS, the parties have been living separate and apart since August 13, 1990, such separation being the mutual and voluntary decision of each; and

WHEREAS, it is the mutual desire of the parties in this Agreement to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof:

1. CUSTODY: The Wife shall have the permanent care and custody of the minor children of the parties. The Husband shall be entitled to liberal and reasonable visitation.

2. CHILD SUPPORT: The Husband shall pay to the Wife the sum of One Hundred Dollars (\$100.00) per month per child, for a total payment of Two Hundred Dollars (\$200.00) per month, for the support of the minor children of the parties. Said payments shall cease as to each child upon the first to occur of the following: (1) death of the minor child or Husband; (2) such minor child attaining the age of eighteen (18) years; (3) such minor child becoming emancipated.

3. ALIMONY: The Husband and Wife each waive any right to claim alimony, support or maintenance that either may have against the other.

4. HUSBAND'S PERSONAL PROPERTY: The Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to all items of personal property currently in the possession of the Husband, together with the living room couch, the living room chair and the 1980 Chevrolet pickup truck.

5. WIFE'S PERSONAL PROPERTY: The Husband hereby transfers and assigns unto the Wife all of his right, title and interest in and to all items of personal property currently in the possession of the Wife.

6. DEBTS: The Husband hereby agrees to be solely responsible for the joint debts of the parties owed to the following creditors as of the date of separation: (1) Consumer Credit Counseling Service of Maryland, Inc.; (2) Dr. Forsberg; (3) Dr. Wells; (4) loan from Regina Babylon in the amount of Four Thousand Dollars (\$4,000.00). The Wife will be solely responsible for the payment of debt owed the following individual: (1) C & P Telephone Company. Each party agrees to be solely responsible for any debts incurred in their separate names, and to indemnify and hold the other party harmless from any claim thereon.

7. GENERAL WAIVER: Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-211, and any amendments thereto, and any claim against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest, and claim which said parties might now have or which they may hereafter acquire, as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other

may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the Will of the other.

8. INCORPORATION OF AGREEMENT IN DECREE: The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage at any time hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties this Agreement shall be submitted to the Court for its approval and the provisions hereof shall, insofar as the Court has jurisdiction to enforce, be incorporated in, and become part of such decree, and shall be enforceable as a part thereof. In the event the Court shall fail or decline to incorporate this Agreement, or any provision hereof into said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all terms thereof shall continue binding upon the parties and their respective heirs, personal representatives and assigns.

9. FURTHER ASSURANCES: Each party shall, at all times and from time to time hereafter execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

10. MODIFICATIONS TO AGREEMENT: Subject to Order of Court, no modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

11. VOLUNTARY AGREEMENT: The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of

this Agreement. BOOK 48 PAGE 270

12. ENTIRE UNDERSTANDING: This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement this 18 day of Sept, 1990.

WITNESS:

[Signature]

Roy Charles Babylon (SEAL)
ROY CHARLES BABYLON

SK Jaeger

Carol Babylon (SEAL)
CAROL BABYLON

STATE OF MARYLAND)

COUNTY OF CARROLL) TO WIT:

Sept I HEREBY CERTIFY that on this 18 day of Sept, 1990, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROY CHARLES BABYLON, known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and he made oath in due form of law, that the matters and facts contained therein are true and correct. He acknowledged to me that he executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 7/1/93

STATE OF MARYLAND)

COUNTY OF CARROLL) TO WIT:

September I HEREBY CERTIFY that on this 27th day of September, 1990, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CAROL BABYLON, known to me, or satisfactorily proven, to be the person

mentioned in the within instrument, and she made oath in due form of law, that the matters and facts contained therein are true and correct. She acknowledged to me that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Susan K. Jaeger
Notary Public
My Commission Expires:
5-1-93

TRACY SCHMIDL * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
KEVIN SCHMIDL * CARROLL COUNTY
Defendant * CASE NO. C-91-11374
* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of Master filed in this case, it is therefore this 9th day of March, 1992, by the Circuit Court for Carroll County

ORDERED that a Judgment of Absolute Divorce be and the same is hereby granted unto the Plaintiff, Tracy Schmidl from the Defendant, Kevin Schmidl; and it is further

ORDERED that the care, custody and control of the parties' minor child, namely Alexander Mark Schmidl, born January 18, 1988, be and the same is hereby granted unto the Plaintiff, Tracy Schmidl, with reasonable rights of visitation, pursuant to the parties' agreement, unto the Defendant, Kevin Schmidl; and it is further

ORDERED that the Defendant shall pay unto the Plaintiff as child support, the sum of Sixty-Five Dollars (\$65.00) per week, accounting from September 16, 1991, in accordance with the agreement of the parties; and in addition shall maintain health insurance on said child in accordance with the agreement of the parties; and it is further

ORDERED:

(1) If the Defendant accumulates support payment arrears amount to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

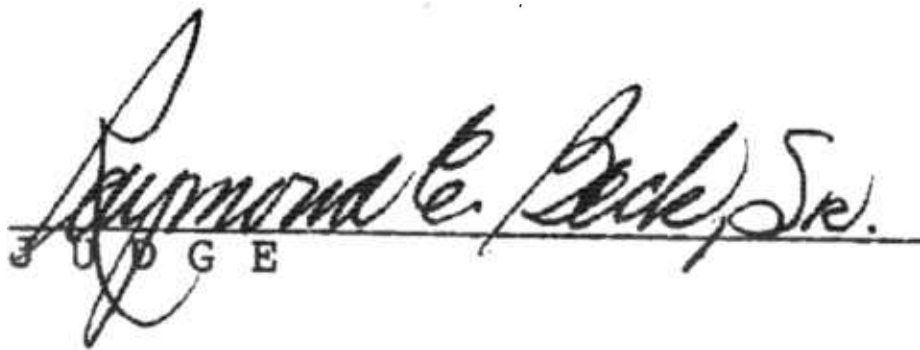
(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that both parties be and are hereby denied alimony by virtue of their waiver thereof; and it is further

ORDERED that the pertinent parts of the Voluntary Marital Separation and Property Settlement Agreement between the parties dated November 19, 1991, be and the same is hereby incorporated but not merged into this Judgment of Absolute Divorce; and it is further

ORDERED that costs in this matter be and the same are hereby waived.


JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 19th day of November, 1991 by and between TRACY SCHMIDL ("Wife"), and KEVIN SCHMIDL ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on September 29, 1987 in Laramie County, Wyoming. One child was born to the parties as a result of their marriage or otherwise, namely, Alexander Mark Schmidl, born January 18, 1988 (the "minor child").

Differences have arisen between the parties and they are now as of the date of this Agreement, and have been since December 28, 1990, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage.


It is the mutual desire of the parties to this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights as to any and all of the property or estate of the other, the property owned by them jointly or as tenants by the entireties, and in all of their "marital property" as that term is defined by applicable Maryland law, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties hereto, Wife and Husband hereby covenant and agree as follows, all as of the effective date hereof.

AGREEMENTS

ITEM 1: RELINQUISHMENT OF MARITAL RIGHTS.

The parties are as of the date of this Agreement, and have been since December 28, 1990 living separate and apart, by mutual and voluntary agreement. Said separation was undertaken as the final and deliberate act of each party with the specific intention and for the purpose of ending their marriage.



The parties shall continue to live separate and apart, by their mutual and voluntary agreement, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

ITEM 2: RIGHTS INCIDENT TO MARRIAGE RELATION AND
RIGHTS AS SURVIVING SPOUSE.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interests which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and

demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Subtitle 2 of Title 8 of the Family Law Article of the Annotated Code of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes, they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

ITEM 3: ALIMONY.

3.A: HUSBAND'S WAIVER OF ALIMONY.

In consideration of the covenants and agreements contained in this Agreement, Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, pendente lite, temporary and permanent.

3.B: WIFE'S WAIVER OF ALIMONY.

In consideration of the covenants and agreements contained in this Agreement, Wife releases and discharges

Husband, absolutely and forever, for the rest of her life,
from any and all claims and demands, past, present and future,
for alimony and support, pendente lite, temporary and
permanent.

ITEM 4: CHILD CUSTODY, VISITATION, SUPPORT AND HEALTH
INSURANCE.

4.A: CUSTODY AND VISITATION.

Wife shall have sole legal and physical custody of the
minor child of the parties, subject to Husband's reasonable rights
of visitation with the minor child. Husband's shall have the
right to visit with the minor child on two (2) non-consecutive
weekends per month, which weekend visitation shall commence
7:00 p.m. on Friday and continue until 8:00 p.m. on Sunday, unless
otherwise agreed by the parties. Husband may also visit the minor
child at such other times during the day or evening (excluding
overnights) upon twenty-four hours notice to Wife, so long as such
proposed visitation does not interfere with the bona fide plans of
the Wife or minor child.

4.B: CHILD SUPPORT.

Husband shall pay directly to Wife, the sum of Sixty-Five
Dollars (\$65.00) per week for the support of the minor child,
commencing September 16, 1991. Said child support shall terminate
upon the first to occur of: 1.) Husband's death; 2.) the death of
the minor child; 3.) the marriage or emancipation of the minor
child, or 4.) the minor child's attainment of the age of eighteen
or his graduation from high school, whichever last occurs.

4.C: HEALTH INSURANCE.

Husband shall maintain health insurance for the benefit of the minor child comparable to the policy maintained through Husband's current employment with Caldor's. Husband's obligation to maintain health insurance for the minor child shall terminate upon the terminal events enumerated in ITEM 4.B above.

ITEM 5: REAL PROPERTY.

The parties acknowledge that they do not own, jointly or solely, any interest in real property and therefore, there are and can be no issues relating to real property.

ITEM 6: PERSONAL PROPERTY.

Husband and Wife each waive and abandon unto the other any and all of their respective right, title and interest in and to any personal property, including but not limited to automobiles, accounts of money, furnishings, jewelry, furs, fine arts, securities and/or other intangibles presently in the possession or title of the other alone, or jointly with others. The parties further acknowledge that all personal property of any and all kind and nature, whether acquired prior to or during the marriage has previously been divided by the parties to their mutual satisfaction.

ITEM 7: RETIREMENT, PENSION AND DEFERRED
COMPENSATION FUNDS.

Husband and Wife each expressly waives any right, title and interest he or she has or may have, past, present or future in any interest in any pension plan or profit-sharing

plan that the other has or may in the future have. To this end, each party expressly waives any legal right he or she may have under any federal or state law as a spouse to participate as a payee or beneficiary in or to any interest the other may have in any retirement plan or pension plan including, but not limited to, the right to receive any benefits in the form of a lump sum death benefit, joint and survivor annuity or any survivor annuity pursuant to the Employees Retirement Income Security Act as amended by the Retirement Equity Act of 1984 and each of the parties hereby expressly consents to any election or designation of beneficiary made now or in the future by the other as a participant with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit sharing plan or other form of retirement plan.

ITEM 8: DEBTS.

The parties covenant and represent that, excepting an outstanding debt in the amount of \$500.00 to a previous daycare provider of the minor child for which the parties are jointly and severally responsible, they have not at any time incurred or contracted for any debt, charge or liability for which the other party may be liable, in any manner whatsoever, and each party agrees to indemnify, defend on demand and hold the other party harmless from and against any claim or liability arising out of the breach of said covenant and

representation, whether or not such breach is intentional or unintentional, even if such breach arises by operation of law.

From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations. Each shall remove the other's name from any credit accounts to be retained by him or her and now in joint names.

ITEM 9: CONFIRMATION OF EQUITY OF PROPERTY
DISTRIBUTION - WAIVER OF RIGHTS RELATIVE TO
MARITAL PROPERTY.

The parties agree that the distribution of property, property rights, obligations for debt and other undertakings set forth in this Agreement is satisfactory to each of them and represents an equitable distribution of their property and property rights in consideration of all relevant factors under Maryland law. Based thereupon, neither party shall have, and each expressly waives, any and all rights to make any claim for use and possession of any real or personal property owned by the other and/or for any "monetary award" or other relief

relative to their jointly or solely held property, under any provision of Subtitle 2 of Title 8 of the Family Law Article of the Annotated Code of Maryland or otherwise available at law or in equity.

ITEM 10: TAX RETURNS.

If they so elect, the parties may file joint federal and Maryland tax returns for the year 1991 or any year in which they may be entitled by law to do so. If the parties elect to file jointly, the parties shall be responsible for the taxes attributable to their collective taxable income (as defined by the Internal Revenue Code), in direct proportion to their respective taxable income (similarly defined) with each party receiving credit against their respective tax liability for all withholding and prepayments of tax they may have made. The parties shall pay any taxes due, divide any refunds due and adjust as between them for any overpayments and/or underpayments of tax based upon the foregoing analysis.

ITEM 11: DISCLOSURE OF FINANCIAL CONDITION.

Each of the parties hereto agrees and acknowledges that prior to determining to enter into this Agreement, they could and/or did obtain such knowledge of the existence, character, value and location of all income, expenses, assets and liabilities property of the other and their respective rights therein as each deemed necessary for their own purposes.

ITEM 12: INDEPENDENT COUNSEL/VOLUNTARY NATURE OF AGREEMENT.

The parties acknowledge and covenant to each other that they are entering into this Agreement freely and voluntarily without any duress or coercion by the other, for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was or had the opportunity to be represented by independent and adequate counsel of his or her own selection in the negotiation and execution of this Agreement. Wife was represented by Nancy S. Caplan, Esquire in the negotiation and execution of this Agreement and Husband was represented by Richard Donadio, Esquire in the negotiation and execution of this Agreement. Each party covenants that they acted only upon the advice of their own counsel and not upon any advice, representation or recommendation of the other party's counsel.

ITEM 13: RELEASES.

13.A: MUTUAL GENERAL RELEASE AND HOLD HARMLESS.

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of

action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, known and unknown, except any and all causes of action for divorce.

13.B: SPECIFIC RELEASE OF RIGHTS ARISING
UNDER MD. FAM. LAW CODE, TITLE 8,
SUBTITLE 2.

Except as otherwise provided herein, each of the parties hereto, for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands and interests arising under Subtitle 2 of Title 8 of the Family Law Article of the Annotated Code of Maryland (the "Marital Property Act"), including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

13.C: RELEASE OF CLAIMS FOR COUNSEL FEES.

Husband and Wife hereby specifically release each other for and from any claim or obligation to contribute to the other's counsel fees past, present or future with the sole exception that if either party is required to seek judicial enforcement of any provision of this Agreement and such an action is successful, the non-complying party will be

BOOK 48 PAGE 284

responsible for all reasonable legal fees incurred in the enforcement of this Agreement.

ITEM 14: DIVORCE.

14.A: RESERVATION OF GROUND FOR DIVORCE.

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

14.B: COST OF UNCONTESTED DIVORCE.

The parties shall divide equally the costs of the parties' obtaining an uncontested divorce, which costs shall be limited to a Master's Fee and open court costs less than Fifty Dollars (\$50.00).

14.C: INCORPORATION OF AGREEMENT UPON ISSUANCE OF JUDGMENT OF DIVORCE/ENFORCEABILITY IN ABSENCE OF INCORPORATION/NO MERGER.

With the approval of any court of competent jurisdiction granting the parties a divorce, this Agreement shall be incorporated in said decree or judgment of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision hereof, in said decree or judgment then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

Regardless of whether this Agreement or any part thereof is incorporated into any decree or judgment, the same

shall not be merged therein, but this Agreement, and all the terms thereof, shall continue to be independently binding upon and enforceable against the parties and their respective heirs, personal representatives and assigns.

ITEM 15: MISCELLANEOUS

15.A: FURTHER ASSURANCES.

Each of the parties agrees to execute such other and further instruments and to perform such acts as reasonably may be required to effectuate the purposes of this Agreement.

15.B: GENDER.

Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice versa, where appropriate.

15.C: INTEGRATION.

This Agreement contains the entire understanding between the parties. There are no agreements, understandings or representations between the parties, oral or written, as to any matter relating to their marriage, the dissolution thereof and/or their obligations to each other or with regards to their children on account thereof, except as contained herein. Accordingly, and without limitation, any and all prior negotiations, discussions, proposals and/or agreements between them are integrated and merged into this Agreement and its express terms only shall control the parties' rights and obligations from the date hereof forward.

BOOK 48 PAGE 286

15.D: AMENDMENT, MODIFICATION AND WAIVER.

No modification, amendment or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties. No waiver of any performance required hereby shall be deemed to constitute or imply any future waiver of performance.

15.E: CONTROLLING LAW.

This Agreement and all of its provisions shall be interpreted in accordance with the laws of the State of Maryland.

15.F: SUCCESSORS AND ASSIGNS BOUND.

As to these covenants and promises, except as limited by the express terms hereof, the parties hereto severally bind themselves, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

Sept 11 '1991

Tracy Schmidl (SEAL)
Tracy Schmidl

[Signature]

Kevin Schmidl (SEAL)
Kevin Schmidl

BOOK 48 PAGE 287

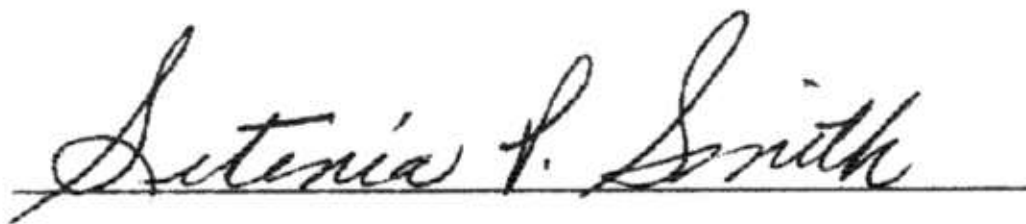
STATE OF MARYLAND)

)to wit:

COUNTY OF)

I HEREBY CERTIFY, that on this 11th day of September 1991, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared Tracy Schmidl and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her voluntary act and deed and that she has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.



Notary Public

My commission expires My Commission Expires June 21, 1995.

BOOK 48 PAGE 288

STATE OF MARYLAND)

COUNTY OF Baltimore) to wit:

I HEREBY CERTIFY, that on this 19 day of November, 1991, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared Kevin Schmidl and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his voluntary act and deed and that he has full understanding thereof

AS WITNESS, my hand and Notarial Seal.



[Signature]

Notary Public

My commission expires 6/1/92

MARY CHERYL FREY

Plaintiff

vs.

JOHN CHRISTOPHER FREY

Defendant

*

IN THE

*

CIRCUIT COURT

*

FOR

*

CARROLL COUNTY

*

CASE NO. C-91-11989

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of the Master filed in these proceedings, it is therefore this 6TH day of March, 1992, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, MARY CHERYL FREY, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, JOHN CHRISTOPHER FREY; and it is further

ORDERED that both parties be and are hereby denied alimony by virtue of their waiver thereof; and it is further

ORDERED that the Plaintiff be and is hereby granted leave of Court to resume use of her former name, namely, MARY CHERYL WATT; and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.

Paul K. Burns
J U D G E

FILED IN
CIRCUIT COURT
MAR 1 3 40 PM '92
CLERK

dlh
RECEIVED IN
COURT
ID

ROBERT J. GRAY

*

IN THE

MAR 3 3 59 PM '92

Plaintiff

*

CIRCUIT COURT

vs.

*

FOR

CLERK

LINDA F. GRAY

*

CARROLL COUNTY

Defendant

*

CASE NO. C-91-12324

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of the Master filed in these proceedings, it is therefore this 6th day of March, 1992, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, Robert J. Gray, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, Linda F. Gray; and it is further

ORDERED that the Plaintiff be denied alimony by virtue of his waiver thereof; and it is further

ORDERED that the Plaintiff shall pay to the Defendant alimony in the amount of One Thousand Dollars (\$1,000.00) per month in accordance with Voluntary Separation and Property Settlement Agreement of the parties and that after the payment of all monies due thereunder, the Defendant shall be deemed to have waived any further alimony; and it is further

ORDERED that the pertinent parts of the Voluntary Separation and Property Settlement Agreement between the parties dated December 18, 1985, be and the same are hereby incorporated but not merged into this Judgment of Absolute Divorce; and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.

Richard K. Burns
J U D G E

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 18th day of December, 1985, by and between ROBERT J. GRAY (Husband) and LINDA F. GRAY (Wife).

EXPLANATORY STATEMENT

The parties were married on the 3rd day of September, 1960. One child was born as a result of said marriage, namely Gregory Earl Gray, born October 27, 1966. Differences have arisen between the parties, and they have lived separate and apart, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage, since September 10, 1984. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

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(301) 283-2911



1. RELINQUISHMENT OF MARITAL RIGHTS:

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE:

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were

unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under Annotated Code of Maryland, Family Law, Sec. 8-101 et seq. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any rights of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. ALIMONY; COLLEGE EXPENSES:

A. Husband shall pay to the Wife the sum of One Thousand Dollars (\$1,000.00) per month as and for alimony, for a period of 48 months, beginning the 1st day of the month following sale of the house (see Para. 5) 1985. Subject to the provisions of subparagraph B. below, in the event that Husband defaults as to any monthly installment or portion thereof, such installment or portion shall ~~bear interest at the rate of twelve percent~~

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~~(12.00%) from the due date, and shall be paid, together with interest,~~ no later than the seventy-second (72nd) month from the date of the execution of this Agreement. Thereafter, the Wife shall have the right to maintain an action against the Husband for any unpaid amounts, ~~together with interest,~~ and reasonable attorneys fees.

B. It is understood that the provisions of subparagraph A. above, with respect to unpaid installments or portions thereof, are made in light of Husband's express desire to change his employment. So long as Husband shall remain at his current employment, no deferrment of payments shall be allowed. In the event of a change of the employment by the Husband and a consequent increase in his salary, no deferrment will be allowed.

C. So long as Gregory Earl Gray shall remain enrolled in a college or college equivalent on a full-time basis, Husband shall pay for his benefit Seven Hundred Fifty Dollars (\$750.00) per month as a contribution towards college and living expenses. This provision shall remain in effect until January 1, 1989, and shall thereafter expire.

4. PERSONAL PROPERTY:

Each party shall keep those personal effects and those items of personalty now in his or her possession. The following assets shall be titled as indicated: the Mazda automobile, currently titled in both names, shall belong to

the Husband, who shall make the payments thereon and hold the Wife harmless as to any liability thereon and indemnify her. The Colt automobile, currently titled in both names, shall belong to the Wife, as shall the 1979 Trans Am, which is currently titled in the Wife. The Chevelle, currently titled in both names, shall belong to the Wife, for the benefit of their son, Gregory Earl Gray.

5. REAL ESTATE:

The parties own, as tenants by the entireties, improved premises at 1201 Long Corner Road, Mt. Airy, Howard County, Maryland, which shall be placed on the open market for sale as soon as reasonably possible following the execution of this Agreement. Until the house is sold, the Husband shall be responsible for all mortgage payments with respect thereto, taxes, insurance, heating oil, and will pay for all necessary repairs and fix-up expenses. Wife shall be responsible for the electric and telephone bills. Upon sale of the home, the proceeds from the sale, less the payoff on the two promissory notes with Carrollton Bank, shall be divided equally.

6. CREDIT:

The Wife shall pay the balance on the Hess charge card. The Husband shall be responsible for and pay the Mastercard, Wards cards, Dr. Montredo and Drs. Judg and Schoeb, and shall make the monthly payments on the two promissory notes with

Carrollton Bank. The balance of said Carrollton Bank notes, if any, shall be paid from the proceeds of the sale of the family home pursuant to Paragraph 5 above.

From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

7. INSURANCE:

The Husband shall maintain Gregory Earl Gray as a dependent on his medical insurance policy for as long as he is eligible.

The Husband is currently the owner of life insurance policies with Wards and United Services. Ownership of the policies will be transferred from Husband to Wife and following such transfer, the Wife shall be responsible for payment of all premiums thereon and shall have the right to name the beneficiaries thereunder. All other life insurance policies now covering the Husband's life shall remain his and he shall name Gregory Earl Gray as the irrevocable

beneficiary thereunder until such time as Gregory has attained the age of twenty four (24) years.

8. RETIREMENT AND PENSIONS:

Upon execution of this Agreement, Husband shall execute a separate Confessed Judgment Promissory Note in the amount of \$5000.00, (representing one-half of the value of the Husband's pension plan) which shall be payable in full five (5) years from the date of this Agreement and shall bear interest at twelve percent (12.00%) per annum.

9. MUTUAL RELEASE AND HOLD HARMLESS:

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce by reason of the voluntary separation under this Agreement or statutory living apart for the requisite period. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party agrees and covenants to indemnify the other and save him or her harmless from any

liability for any obligation incurred by him or her in accordance with this Agreement.

10. GROUNDS FOR DIVORCE:

Each party expressly waives the right to assert a claim which now exists or may hereafter arise for final divorce or a limited divorce for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a divorce on grounds of voluntary separation or statutory living apart for the requisite period. Each agrees to execute an agreement supplementary hereto, upon demand of the other, stating that the separation referred to hereinabove occurred on the date specified herein, same to be executed under oath.

11. COUNSEL FEES:

The parties shall divide equally fees in excess of \$300.00 incurred by the Wife with respect to the preparation of this Agreement, and for obtention of a divorce absolute.

12. MISCELLANEOUS:

(a) Each of the parties agrees to execute such

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other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

(b) Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interest arising under the Annotated Code of Maryland, Family Law, Sec. 8-101 et seq. including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

(c) The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purposes and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

(d) With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce.

In the event the court shall fail or decline to incorporate this Agreement, or any provision hereof, in said decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

(e) By execution of this Agreement and the documents recited herein, and by payment of the monies as required, the parties are withdrawing from the Marital Property pool the shares of each in such property. It is the intention of each that no transfer of property or payment of money shall result in a taxable event to either.

(f) Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice versa, where appropriate.

(g) This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

(h) As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have

hereunder set their hands and seals the day and year first above written.

WITNESS:

[Signature] Linda F. Gray
LINDA F. GRAY
[Signature] Robert J. Gray
ROBERT J. GRAY

STATE OF MARYLAND
COUNTY OF MONTGOMERY

) to wit:

[Signature] I HEREBY CERTIFY that on this 8 day of November, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Linda F. Gray and made oath in due form of law that the statements herein are true, under penalty of perjury.

WITNESS my hand and notarial seal.

[Signature]
Notary Public
M. M. PALLADINO
MONTGOMERY COUNTY, MD.

My commission expires:

STATE OF MARYLAND
COUNTY OF MONTGOMERY

) to wit:

[Signature] I HEREBY CERTIFY that on this 18 day of December, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Gray and made oath in due form of law that the statements herein are true, under penalty of perjury.

WITNESS my hand and notarial seal.

[Signature]
Notary Public
M. M. PALLADINO
MONTGOMERY COUNTY, MD.

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(301) 293-3911

DEBORAH DIANE DULANY *

Plaintiff *

vs. *

JAMES HEATH DULANY, IV *

Defendant *

IN THE *

CIRCUIT COURT *

FOR *

CARROLL COUNTY *

CASE NO: C-91-10414 *

* * * * *

JUDGMENT OF DIVORCE

This cause standing ready for hearing and being duly submitted, the proceedings were by the Court read and considered, it is thereupon this 10th day of March, 1992, by the Circuit Court for Carroll County,

ADJUDGED AND ORDERED, that the said Deborah Diane Dulany, the above-named Plaintiff, be, and she is hereby granted an Absolute Divorce from the Defendant, James Heath Dulany, IV; and it is further

ORDERED, that the Agreement between the parties, dated March 10, 1992, relative to alimony, property rights, counsel fees, and court costs, etc., be, and the same is hereby approved and made a part of and incorporated in this Judgment, but not merged therein, having the same force and effect as if fully set forth herein; and it is further

ORDERED, that the Defendant shall pay directly to Plaintiff the sum of One Thousand Two Hundred Twenty Five Dollars (\$1,225.00) per month as alimony, accounting from March 11, 1992 in accordance with the terms of and as more fully set forth in the said Agreement; and it is further

ORDERED, that if the Defendant accumulates support payments

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Towson, MD 21204
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arrears amounting to more than thirty (30) days, he shall be subject to earnings withholding; he is required to notify the Court within ten (10) days of any change of address or employment so long as he is obligated to pay alimony in accordance with this Judgment of Divorce; failure to do so shall subject him to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in his not receiving notice of proceedings for earnings withholding; and it is further

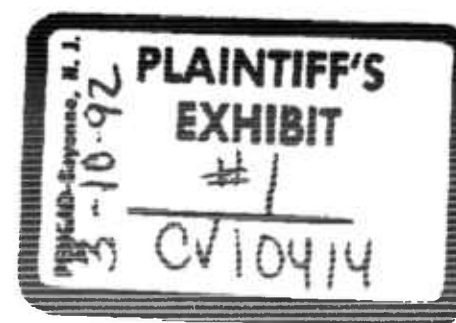
ORDERED, that the Defendant, James Heath Dulany, IV, pay the costs of this proceeding, pursuant to said Agreement.

Ruke E. Burns
JUDGE

APPROVED AS TO FORM AND CONTENT:

Joseph J. Wase
Turnbull, Wase & Lyons, P.A.
RCM&D Building, Suite 200
555 Fairmount Avenue
Towson, Maryland 21204
(301) 583-8300
Attorney for Plaintiff

Michael S. Levin
Michael S. Levin, Esquire
McIntire, Johnson & Levin, Chartered
11 N. Court Street
Westminster, Maryland 21157
Attorney for Defendant



**VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into this 10th day of March, 1992, by and between Deborah Dulany ("Wife") and James H. Dulany, IV ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 19, 1983 in Carroll County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since November 6, 1990, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS.

The parties, having mutually and voluntarily agreed to separate on November 6, 1990, shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the

other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§ 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their

separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. ALIMONY AND SUPPORT.

Husband shall pay to Wife, for her support, the fixed and unchangeable sum of One Thousand Two Hundred Twenty Five Dollars (\$1,225.00) due and accounting from March 11, 1992 and on the 10th day of each month hereafter for a period of fifty (50) months with the last payment due May 11, 1996. The aforesaid provision shall not be subject to a modification by any court and shall not terminate upon Wife's remarriage. The parties expressly waive the right ever hereafter to have any court change or make a different provision for the support and maintenance of Wife and they further expressly covenant and agree that under no circumstances whatsoever shall either of them hereafter apply to any court for an increase or decrease in the amount of or modification of the terms of such support and maintenance as herein provided.

4. MONETARY AWARD.

Within 180 days of the execution of this Agreement, Husband shall pay directly to Wife, as a property settlement, the sum of One Hundred Thousand Dollars (\$100,000.00).

5. PERSONAL PROPERTY.

A. Prior to the execution of this Agreement, the parties divided up their personal property which is specified in Attachment A of this Agreement. The parties agree that all tangible personal property listed on Attachment A under "Debbie" shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. All tangible personal property listed on Attachment A under "Jim" shall be the sole and exclusive property of Husband free and clear of any interest of Wife.

B. Simultaneously with the execution of this Agreement, Wife shall assign to Husband all of her right, title, and interest in and to the following vehicles: 1989 Honda, 1983 Ford truck and the 1982 Suzuki motorcycle which are presently in Husband's possession and shall, at Husband's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Wife shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration. Wife shall continue to have the exclusive right to drive the 1988 Mercedes Benz, which is presently in her possession, and shall assume all responsibility for payment of the debt against said automobile, and shall indemnify and hold Husband harmless from any and all liability therefor. When the aforesaid debt is paid in full, or prior thereto, if Wife wishes to sell the said automobile, Husband shall, at Wife's request, assign to Wife all of his right, title, and interest in and to the said automobile

and shall, at Wife's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title.

Husband shall, at the same time, sign the gift certification form provided by the Motor Vehicle Administration.

C. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

6. PENSION WAIVER.

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or

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deferred income plan. Each party shall, within five (5) days of the request by the other party, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

7. REAL PROPERTY.

A. MARITAL HOME.

Wife owns improved premises in Carroll County known as 1427 Ridge Road (the "Home"). The Home is subject to the lien of a mortgage and a home equity loan for which the parties are jointly liable. Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of her right, title, and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title, and interest. Wife shall have the exclusive right to occupy the Home until such time as Husband has paid the monetary award under Paragraph 4 of this Agreement. So long as Wife continues to occupy the Home in accordance herewith, she will be responsible to pay the telephone bills and utility bills. Husband shall be solely responsible to pay the mortgage and home equity loan and all other expenses of the home, including, but not limited to, real property taxes, insurance premiums on the home and contents, and the cost of pest control and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to

pay herein and shall indemnify Husband from any liability therefor. Husband shall hold and save Wife harmless from any expenses which he covenants to pay herein and shall indemnify Wife from any liability therefor. Except as otherwise provided herein, Husband shall hold the home as his sole and exclusive property free and clear of any interest of Wife. Upon the sale of the Home at any time subject to the Wife's right to occupy, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. Ridge Road Lot.

Wife owns two unimproved lots on Ridge Road ("the Lots"). The Lots are subject to the lien of a mortgage for which the parties are jointly liable. Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of her right, title and interest in and to the Lots and shall execute any deed, deed of trust, assignment or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Husband shall be solely responsible to pay the mortgage and all other expenses of the Lots including real property taxes and insurance premiums. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein and shall indemnify Wife from any liability therefor. Husband shall hold the Lots as his sole and exclusive property free and clear of any interest of Wife. Upon the sale of the Lots at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any

interest of Wife.

C. Old Westminster Pike Lot.

Wife owns a partnership interest in a lot on Old Westminster Pike ("Old Westminster Pike"). Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of her right, title and interest in and to Old Westminster Pike and shall execute any deed, deed of trust, assignment or other documents which may be reasonably necessary for the conveyance of such right, title and interest. If it is not possible at this time for Wife to deed her interest in the property to Husband, Wife further agrees to join in or execute any instrument and to do any other thing or act which may be necessary or proper to carry out this Agreement, or to release any rights in the property which she may have. Husband shall be solely responsible to pay all expenses of this property, including, but not limited to any real property taxes and insurance premiums which would have been Wife's responsibility. Husband shall hold and save Wife harmless from any expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the interest in Old Westminster Pike free and clear of any interest of Wife.

8. BUSINESS.

Wife expressly waives any and all claims to James H. Dulany, IV & Associates, and any real or personal property owned by James H. Dulany & Associates, except as otherwise provided herein. Husband assumes all responsibility for payment of any

debt, liability or expense of James H. Dulany & Associates, and shall hold and save Wife harmless from the obligations which he covenants to pay herein, and shall indemnify Wife from any liability therefor.

9. DEBTS.

Except as otherwise provided in this Agreement, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

10. MUTUAL RELEASE AND HOLD HARMLESS.

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other,

except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

11. FURTHER ASSURANCES.

The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other thing or act that may be necessary or proper to carry out any part of this Agreement, or to release any rights in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

12. COUNSEL FEES; COURT COSTS.

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present, or future, except that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce his Agreement. Husband shall pay all open court costs in this proceeding.

13. MISCELLANEOUS.

A. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

B. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said judgment for divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such judgment, the same shall not be merged in said judgment but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

C. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations

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growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

D. Notwithstanding any other provisions of this Agreement, each party expressly reserves any right which he or she may have, now or in the future, to receive any Social Security benefits provided by law, whether such benefits derive from his or her own earnings or from this marriage. It is the intention of the parties that this Agreement have no effect whatsoever on their respective rights to receive Social Security benefits.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part

TURNBULL, WASE & LYONS, P.A.
ATTORNEYS AT LAW
RCM & D Bldg., Suite 200
555 Fairmount Ave.
Towson, MD 21204
(410) 583-8300

hereof.

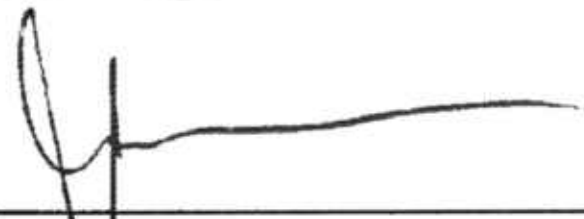
BOOK 48 PAGE 317

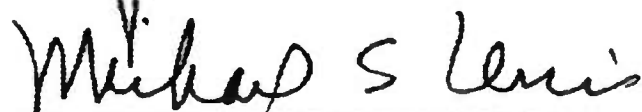
H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other state of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.


I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

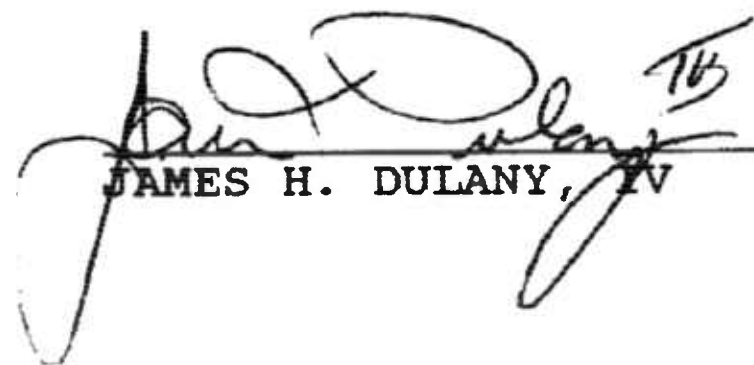
IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:





 (SEAL)
DEBORAH DULANY

 (SEAL)
JAMES H. DULANY, IV

STATE OF MARYLAND:

TO WIT:

CITY/COUNTY OF BALTIMORE:

I HEREBY CERTIFY that on this 10th day of March, 1992, the above-named DEBORAH DULANY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the

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voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.


NOTARY PUBLIC

My Commission Expires: Aug, 1992

STATE OF MARYLAND:

TO WIT:

CITY/COUNTY OF BALTIMORE:

I HEREBY CERTIFY that on this 10th day of March, 1992, the above-named JAMES H. DULANY, IV, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.


NOTARY PUBLIC

My Commission Expires: Aug, 1992

TURNBULL, WASE & LYONS, P.A.
ATTORNEYS AT LAW
RCM & D Bldg., Suite 200
555 Fairmount Ave.
Towson, MD 21204
(410) 583-8300

Proposed division of personal property

It has been agreed upon that all property owned by Jim prior to our marriage is his and all property owned by me prior to our marriage belongs to me. It has also been agreed upon that all gifts given to Jim by me are his and all gifts given to me by Jim are mine. Also agreed upon was that Jim will retain possession of all hand tools and I will retain possession of all kitchen utensils, dishes, glasses etc. The division of the property in the garage, including outdoor furniture stands as my original division of property.

JIM

love seat \$100
chest of drawers \$200
lathe \$50
radial arm saw \$150
scroll saw \$125
drill press \$200
band saw \$100
drafting table \$25
floor buffer \$50
antique desk w/chair \$300
TV w/VCR \$100
antique phonograph \$200
joinder \$200
grinder \$25
table saw \$200
router \$25
2 air conditioners \$75
floor lamp \$45
bed \$100
dresser \$10
vacuum \$10
washer/dryer \$125
coffee grinder \$75
expresso pot \$10
antique iron \$50
Ottawa print \$50
flower print \$50
crystal decanter \$50
antique mirror \$300
camel back sofa \$600
stripe chair \$800
lg. Oriental rug \$1100
kaleiescope \$175
marble top table \$500
antique mirror \$300
ink well \$100
ice cream maker \$25
wood stove \$50
Swiss bell \$10
ceramic jug \$25
lg. teak table \$30
1 SINGLE ANTIQUE DESK \$300
SM. ORIENTAL RUG \$800
~~TEAK DESK \$250~~

DEBBIE

Panasonic refrigerator \$800
microwave \$50
kitchen stools \$50
dining room set \$3,000
French print \$50
linens \$25
love seat \$450
wing back chair \$350 DDD. \$500 JHD
~~SM. Oriental rug \$800~~
2 bedroom lamps \$50
~~teak desk \$250 JHD **~~
stereo table \$50 DDD. \$100 JHD
2 single beds \$600 300
computer \$200 JHD **
computer table \$300 JHD **
lamp \$10
freezer \$100
washer ****
dryer \$75 DDD. \$100 JHD
4 air conditioners \$100
dehumidifier \$25
coolers \$20
sm. teak table \$25
Bermuda vase \$50
TOTAL \$6600-
~~teak desk~~ 5330
** I contend that these are gifts from Jim and he disputes it
*** A gift from my father which Jim disputes

(11)

decoy \$25
Richardson print \$150
lg. candlestick table \$150
brass pot \$20
crystal decanter \$50
Wyeth print \$50
basement refrigerator \$75
TOTAL \$7215-
8565

16 3235

TIMOTHY CHRISTOPHER SLATER	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DEBORAH MARIE SLATER	:	CARROLL COUNTY
Defendant	:	CASE NO. CV 10094

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Counter Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{16th} day of March, 1992, that the Counter Plaintiff, DEBORAH MARIE SLATER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Counter Defendant, TIMOTHY CHRISTOPHER SLATER; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, RYAN SCOTT SLATER (born October 17, 1990) be and the same is hereby awarded to the Counter Plaintiff with the right on the part of the Counter Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Counter Defendant continue to pay to the Counter Plaintiff as child support \$56.00 per week as Ordered by the Court on June 12, 1991; said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor

shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Counter Plaintiff pay the costs of this proceeding.

Luke K. Burnaf

JUDGE

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LORI DOREEN HILL

Plaintiff

v.

CHARLES DENVER HILL

Defendant

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IN THE

*

CIRCUIT COURT

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FOR

*

CARROLL COUNTY

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CASE NO.: C-91-12199

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JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of March, Nineteen Hundred and Ninety-Two, that the above named Plaintiff, Lori Doreen Hill, be and she is hereby granted an Absolute Divorce from the Defendant, Charles Denver Hill; and it is further,

ADJUDGED and ORDERED that the Plaintiff, Lori Doreen Hill, be and she is hereby awarded custody of Julie Crystal Hill, the minor child of the parties hereto, born on the 27th day of March, 1976, with the right unto the Defendant, Charles Denver Hill, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and it is further,

ADJUDGED and ORDERED that the Defendant pay unto the Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland 21158, the sum of \$35.00 per week, toward the support of the minor child of the parties; and it

is further,

ORDERED that this Order constitutes an immediate and continuing withholding Order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article Section 10-120, et seq.; and it is further,

ORDERED that if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and it is further,

ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support Order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and it is further,

ORDERED that this Judgment incorporate by reference thereto all prior Court Orders in Case No. 9265, Circuit Court for Carroll County, Bureau of Support Enforcement o/b/o Lori Doreen Hill v. Charles Denver Hill; and it is further,

ORDERED that both parties be denied alimony; and it is further,

ORDERED that the costs of these proceedings be and are hereby waived.


JUDGE

11 12 1992
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BEVERLY JEAN POFF

Plaintiff

vs.

JEFFREY W. POFF

Defendant

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*
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IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

Case No. C-91-12200

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of March, 1992, that the above named Plaintiff, BEVERLY JEAN POFF, be and she is hereby granted an Absolute Divorce from the Defendant, JEFFREY W. POFF; and it is further

ORDERED that the Plaintiff, BEVERLY JEAN POFF, be and she is hereby awarded the care, custody, and guardianship of the minor children of the parties, to wit: Shawn J. Poff, born December 26, 1976; Melanie L. Poff, born June 14, 1980; and Nicole L. Poff, born June 13, 1981; and it is further

ORDERED that the Defendant shall have reasonable rights of visitation under proper circumstances which shall include alternating weekend visitation, alternating major holiday visitation, and visitation for the purposes of vacationing during the summer upon reasonable notice to the Plaintiff; and it is further

ORDERED that the Defendant, JEFFREY W. POFF, be charged with the support of the minor children of the parties as is already

Ordered in Case No. CV 6637, Circuit Court for Carroll County
(B.O.S.E. No.06-102911); and it is further

ORDERED that the costs of these proceedings are waived due to
Plaintiff's indigency.

John L. Burns
JUDGE

Recommended and Approved by:

Peter M. Tabatsko
PETER M. TABATSKO, MASTER

VALERIE GARLAND	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
TONY RAY GARLAND	:	CARROLL COUNTY
Defendant	:	CASE NO. 92-12296

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of March, 1992, that the Plaintiff, VALERIE LYNN GARLAND, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, TONY RAY GARLAND; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, namely, LEAH M. GARLAND (born January 21, 1988) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances, all subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of \$70.00 per week, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated August 19, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Robert L. Burns

JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 19th day of August, 1991,
by and between VALERIE GARLAND, hereinafter referred to
as "Wife", and TONY RAY GARLAND, hereinafter referred to
as "Husband":

WITNESSETH:

WHEREAS, the parties hereto are now Husband and
Wife having been legally married by a religious ceremony
on the 20th day of September, 1986, in the State of
Maryland, County of Carroll.

WHEREAS, there was one child born, as a result of
said marriage, namely: LEAH M. GARLAND, born January 21,
1988.

WHEREAS certain irreconcilable differences have
arisen between said parties, for which they have
mutually and voluntarily consented to live separate and
apart, and have lived separate and apart since the 1st
day of January, 1991, and further that there is no
reasonable expectation of a reconciliation between them,
and the said parties do hereby consent and agree from
the date of this Agreement to continue to live separate
and apart from each other during their natural lives all
with the intention of ending their marriage.

WHEREAS the parties hereto desire to settle and
agree upon their mutual, respective and joint property
rights and interests, including but not limited to the
equitable division of assets and to settle other rights
and obligations arising out of the marital relationship,
and to that end, this Agreement is executed and
delivered.

NOW THEREFORE, in consideration of the promises,
mutual covenants and agreements contained herein and to
accomplish the ends sought, both parties with full
knowledge of the extent, value and character of the
properties owned by them, separately and jointly, and of

J. MICHAEL EARP
ATTORNEY AT LAW
225 E. MAIN STREET
WESTMINSTER, MD 21157

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their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree as follows:

FIRST: The parties agree that they have voluntarily agreed to separate and have separated on the 1st day of January, 1991, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation; all with the intent of terminating their marriage.

SECOND: Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Neither of the parties shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights; and that said parties may at all times hereafter live apart from each other, free from the other's authority.

THIRD: Each party expressly waives the right to assert a claim which now exists or may hereafter arise for an Absolute Divorce or a Limited Divorce for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a Divorce on the grounds of voluntary separation or statutory living apart for the requisite period.

FOURTH: Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may

deem convenient, necessary or proper, to obtain a Judgment of Divorce.

FIFTH: Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, except as otherwise provided.

Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

SIXTH: Wife hereby transfers and assigns unto the Husband, all of her tight, title and interest in and to the 1978 Chevrolet Van. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new certificate of title, if necessary, for said vehicle in Husband's name alone. Husband shall pay the cost, if any, for the transfer of title. Husband shall assume all payments for said vehicle, and all expenses. Husband will hold Wife harmless for any expenses which he covenants to pay hereunder and from any liability therefor.

Husband hereby transfers and assigns unto the Wife, all of his tight, title and interest in and to the 1989 Ford Tempo. Husband agrees to execute such documents as may be necessary or proper for the issuance of a new certificate of title, if necessary, for said vehicle in Wife's name alone. Wife shall pay the cost, if any, for the transfer of title. Wife shall assume

all payments for said vehicle, being approximately \$225.00 per month payable to Ford Motor Credit Corp. and all expenses for said vehicle. Wife will hold Husband harmless for any expenses which she covenants to pay hereunder and from any liability therefor.

SEVENTH: The Wife shall have the care and custody of the minor child of the parties, LEAH M. GARLAND with the right and privilege to the Husband to visit under proper circumstances with the minor child at such time and place as the parties shall mutually agree upon.

In the event the parties cannot amicably agree upon the said visitation in a reasonable manner, it is agreed that Husband shall have the privilege of visitation to have the minor child with him at a minimum of every other weekend beginning on Friday at 6:00 p.m. and continuing through Sunday at 6:00 p.m.

In addition to the preceding provisions for visitation, the child shall alternate the following holidays spent with one parent in 1991, and alternate each year thereafter:

- (a) New Year's Eve.
- (b) New Year's Day.
- (c) Good Friday through Easter Sunday at the above times, considered one holiday.
- (d) Memorial Day Weekend, considered one holiday.
- (e) July 4th.
- (f) Labor Day Weekend, considered one holiday.
- (g) Thanksgiving Weekend, considered one holiday.
- (h) Christmas Eve.
- (i) Christmas Day.

The party effecting visitation shall be responsible for picking up the minor child or children, for the visitation period. It is understood and agreed,

however, that neither of the parties shall come to the premises of the other for visitation without a prior telephone call or other prior arrangements. Wife and Husband agree to keep each other advised of their addresses, and telephone numbers and of any changes in their addresses and telephone numbers.

In order to maintain an orderly and smooth relationship between the parties and the minor children, parties shall arrange visitation 72 hours in advance and shall notify the other party 72 hours in advance of their intention not to exercise any visitation.

Husband shall pay unto the Wife for support and maintenance of the minor child, LEAH M. GARLAND, the sum of Seventy dollars (\$70.00) per week. Payments for support shall begin with the signing of this Agreement, if not already being made.

All obligations of the parties to contribute toward support shall cease when the child, reaches the age of eighteen, marries, or becomes self supporting or upon the death of the minor child, or the supporting party, whichever event shall first occur.

The parties further agree that all medical, orthodontal, dental, optical and optometrical expenses not covered by insurance shall be divided equally between them. The parties obligations to pay said expenses shall continue until the occurrence of the events set forth in the foregoing paragraph. Husband agrees to hold and save harmless and indemnify Wife from any such debts or obligations assumed by him in the foregoing paragraphs. Wife agrees to hold and save harmless and indemnify Husband from any such debts or obligations assumed by her in the foregoing paragraphs.

The parties agree that each of them shall contribute to the college education of the minor child if he or she attends college, in accordance with the

respective financial abilities of the parties at that time. The parties agree that they and the child shall select a college which is within their combined financial means and that they shall apportion the expenses between them in accordance with their respective financial means.

EIGHTH: The parties acknowledge that they nor either of them own any real property that was acquired in whole or in part during the course of this marriage.

NINTH: In consideration of the mutual Agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

TENTH: Except as otherwise expressly provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor.

Each party indemnifies and holds the other harmless from any and all liability for the debts which he or she covenants to pay hereunder.

After the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name of the other party and will hold and save the other harmless and indemnify the other from any such debts or obligations.

ELEVENTH: With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this

Agreement shall be incorporated in any Decree of Absolute divorce founded on voluntary separation which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said Decree, then in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement and all or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of the Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment shall only take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of the Agreement by the parties as result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

Husband does hereby covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable and at all times to keep the Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband.

Wife does hereby covenant and agree not to contract debts, charges or liabilities for which the Husband may be liable and at all times to keep the Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife.

Subject only to any provisions contained herein to the contrary, the Wife and Husband hereby release, relinquish, waive, surrender, grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer their spouse's estate in the event they predecease each other or such claim arising out of said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, including specifically, but not limited to, all claims, demands, and interests arising under the Marital Property Act, Maryland Family Law Article, Sections 8-201 through 8-213, as from time to time amended, including any claim to use and possession of the family home, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any; to the end that each of the parties hereto shall be forever barred from all right in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all

claims of the other. In addition, the parties specifically agree to waive any interest they may have in each others' pensions.

TWELFTH: The parties agree to be responsible for their own attorney fees associated with the negotiation of and drafting of this Agreement.

THIRTEENTH: This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.

FOURTEENTH: Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any Court modification, with the exception of child custody and child support provisions, and alimony and spousal maintenance provisions, if any.

In the event that any of the provisions of this agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect. Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, if they so desire, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any agreement shall be binding upon the parties, except as hereinbefore stated.

FIFTEENTH: This Agreement is executed in three (3) identical, original counterparts, each of which is

complete in itself and may be introduced in evidence, proved, recorded, and used for any other purpose without the production of the other counterpart, but all of which taken together shall be deemed one and the same instrument.

This Agreement shall enure to and be binding on the heirs, devisees, legatees, personal representatives and assigns of the parties hereto.

WITNESS the hands and seals of the parties.

[Signature]
WITNESS

Valerie Garland (SEAL)
VALERIE GARLAND

[Signature]
WITNESS

Tony R. Garland (SEAL)
TONY RAY GARLAND

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on the 19th day of August, 1991, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, VALERIE GARLAND and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public

My commission expires on July 1, 1992.

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 19th day of August, 1991, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, TONY RAY GARLAND and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public

My commission expires on: 10/1/92



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RICHARD YINGLING

Plaintiff

vs.

HEIDI C. YINGLING

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* CARROLL COUNTY
* CASE NO. C-92-12456 DV

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of Master filed in this case, it is this 16th day of March, 1992, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, RICHARD YINGLING, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, HEIDI C. YINGLING; and it is further

ORDERED that both parties be denied alimony or any other form of property settlement or marital award by virtue of their waiver thereof; and it is further

ORDERED that the pertinent parts of the Voluntary Separation and Property Settlement Agreement between the parties dated December 9, 1991, be and the same are hereby incorporated, but not merged, into this Judgment of Absolute Divorce; and it is further

ORDERED that the parties shall equally divide the costs of these proceedings, including the Master's Fee.

James D. Carroll
J U D G E

**VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT**

THIS AGREEMENT, made this 24 day of October, 1991, by and between RICHARD YINGLING, of Carroll County, Maryland, herein called "Husband", and HEIDI CHRISTINA YINGLING, of Carroll, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Finksburg, Maryland, on May 21, 1988, and whereas certain irreconcilable differences have arisen between the said parties for which reason they separated, said separation having occurred on or about February 4, 1991, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree to separate from the date of this Agreement, and no longer wish to reside together as husband and wife, and they do hereby voluntarily consent and agree from the date of this agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full

knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall deem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all

furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 888 Century Street, Hampstead, Carroll County, Maryland. Husband agrees to transfer all his right, title and interest in real estate known and described as 888 Century Street, Hampstead, Carroll County, Maryland to Wife. Wife agrees to assume full responsibility and liability for the existing mortgage against said real estate. Wife agrees to make timely mortgage payments to Developer's Mortgage Corporation, mortgagee, and further agrees to defend, hold harmless and indemnify Husband from and against any and all liability, including legal fees, claims, demands, costs of actions, defense, costs and expenses of whatever nature, which may at any time be made, brought or asserted by or on behalf of Developer's Mortgage Corporation, for any monies claimed to be due from Husband on said mortgage obligation.

The parties hereto hereby consent and agree that the wife shall retain possession of the marital residence until such time as the Husband transfers all his right, title and interest to Wife, which Husband agrees to do as soon as practicable after the execution of this Agreement.

Husband covenants and warrants that he has not transferred or encumbered any interest in said property except for the said first mortgage to Developer's Mortgage Corporation.

HEALTH INSURANCE

The parties hereby agree that the husband will continue to maintain current health insurance coverage for wife with his present employer until January 1, 1992, on which date wife has obtained her own health insurance coverage.

Husband specifically waives the right to obtain health insurance benefits on his behalf through the wife or wife's employer. Husband specifically waives his rights to make any claims under the provisions of Public Law 99-272, Title X, regarding his right to make a claim for health insurance benefits as a result of wife's employment or through wife's employer as provided for by any existing or future law promulgated by the State of Maryland. Husband will assume full responsibility for obtaining his own medical insurance and for the payment of all medical bills incurred on his behalf.

Wife specifically waives the right to obtain health insurance benefits on her behalf through the husband or husband's employer, except as specifically provided above. Wife specifically waives her rights to make any claims under the provisions of Public Law 99-272, Title X, regarding her right to obtain insurance through husband's employer. Additionally, wife waives any right to make a claim for health insurance benefits as a result of husband's employment or through husband's employer as provided for by any existing or future law promulgated by the State of Maryland. Wife will assume full responsibility for obtaining her own medical insurance and for the payment of all medical bills incurred on her behalf.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

In addition, parties acknowledge the existence of joint debts and agree to the following division of same:

Husband to assume responsibility and payment of the following debts: First Virginia Bank Visa - \$1600.00; Citibank Mastercard - \$2200.00; Carroll County Bank Visa - \$600.00; Sears - \$200.00; Car payment to Bank of Baltimore for Blazer.

Wife to assume responsibility and payment of the following debts: Citibank Visa in her name - \$1300.00; any and all payments due on the vehicle in her name. In

addition, wife agrees to assume full responsibility and payment for the following: Developer's Mortgage Corporation - \$918.99 per month; State Farm Automobile Insurance and mortgage insurance - \$ 71.00 per month; The Fields of Hampstead Home Owner's Association in the amount of \$120.00 per year; and, any and all utilities on the marital residence including Baltimore Gas & Electric, C&P Telephone and cable television.

In addition, the parties hereby expressly agree that Husband will hold Wife free, harmless and indemnified from any liability for debts which Husband has assumed and is assuming in accordance with this Agreement; Wife will hold Husband free, harmless and indemnified from any liability for debts which Wife has assumed and is assuming in accordance with this Agreement.

MUTUAL RELEASE

Subject to and except for the provision of this Agreement, each party is released and discharged, and by this agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes or action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now had against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interest arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of

family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. If a divorce proceeding is brought by either party against the other, husband and wife agree that each will be responsible for one/half of the Court costs and one/half of the Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement will indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including, but not limited to, reasonable attorneys' fees.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Rose M. Carroll

Richard Yingling
RICHARD YINGLING

SEAL

Heidi Christina Yingling

Heidi Christina Yingling
HEIDI CHRISTINA YINGLING

SEAL

STATE OF MARYLAND)

) to wit:

COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 3rd day of December, 1991, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared RICHARD YINGLING, one of the parties of the foregoing Agreement, and he acknowledged the same to be his act; and he also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.

Burton A. Schreyer
Notary Public
My Commission Expires: 7/21/95



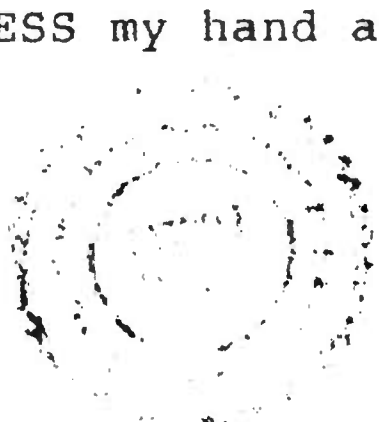
STATE OF MARYLAND)

Ba H. to wit:

COUNTY OF Ba H. CARROLL)

I HEREBY CERTIFY that on this 9th day of December, 1991, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared HEIDI CHRISTINA YINGLING, one of the parties of the foregoing Agreement, and she acknowledged the same to be her act; and she also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.



Heidi Christina Yingling
Notary Public
My Commission Expires: 7/1/92

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

CHRISTOPHER L. TRANCHITELLA *

PLAINTIFF/COUNTER DEFENDANT*

VS. *

CASE NO. CV 9355

SHEILA M. FOYE *

DEFENDANT/COUNTER PLAINTIFF*

* * * * *

ORDER

In accordance with the attendant Memorandum Opinion and in consideration of the Attorney's Petition for Fee filed by Clark R. Shaffer, it is this 17th day of March, 1992 by the Circuit Court for Carroll County

ORDERED, that the Counter-Plaintiff, SHEILA M. FOYE, hereby is granted an Absolute Divorce from the Counter-Defendant, CHRISTOPHER L. TRANCHITELLA; and it is further

ORDERED, that the Counter-Defendant shall pay to the Counter-Plaintiff child support in the amount of Eight Hundred Twenty Four Dollars (\$824) per month; and it is further

ORDERED, that if the Defendant accumulates support arrears amounting to more than thirty (30) days, he shall be subject to earnings withholding. He is required to notify the Court within ten (10) days of any change of address or employment so long as

Filed March 17, 1992

this support order is in effect. Failure to notify the Court of a change of address or employment shall subject him to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in his not receiving notice of proceedings for earning withholding; and it is further

ORDERED, that the Counter-Plaintiff's request for alimony and for pendente lite alimony arrearage hereby is DENIED; and it is further

ORDERED, that all items of personal property agreed to by the parties on November 20, 1990 and still in the possession of the Counter-Plaintiff shall be returned to the Counter-Defendant; and it is further

ORDERED, that Clark R. Shaffer, Esquire, be allowed a fee of One Thousand Three Hundred Eighty Five Dollars (\$1,385.00) for representation of the minor children of the parties, and that said fee shall be paid immediately out of the proceeds of the sale of the marital home; and it is further

ORDERED, that the appearance of Clark R. Shaffer as attorney for the minor children hereby is withdrawn and terminated; and it is further

ORDERED, that the remaining funds from the sale of the marital home shall be divided equally between the parties; and it is further

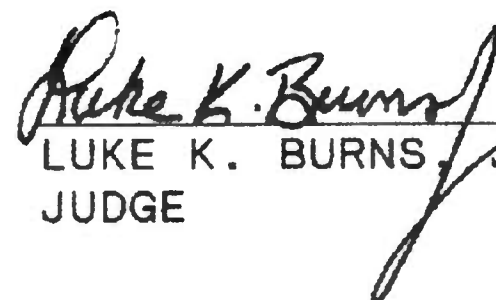
ORDERED, that the parties shall be individually liable for one-half of the marital debt; and it is further

ORDERED, that the correct legal name of each child, namely Erin Nicole Tranchitella and Brendan William Foye-Tranchitella, shall be used for all purposes, including school registration; and it is further

ORDERED, that the Counter-Plaintiff's request for attorney fees hereby is DENIED; and it is further

ORDERED, that the Counter-Defendant's request for attorney fees hereby is DENIED; and it is further

ORDERED, that all open court costs be divided equally between the parties.


LUKE K. BURNS, JR.
JUDGE

c. Barbara E. Palmer, Esq.
Mark Barondess, Esq.
Clark R. Shaffer

BRENDA LEE SEITZ	*	IN THE
Plaintiff/	*	CIRCUIT COURT
Counter-Defendant	*	FOR
vs.	*	CARROLL COUNTY
JEFFERSON EDWARD SEITZ	*	WESTMINSTER, MARYLAND
Defendant/	*	CASE NO. CV 10005
Counter-Plaintiff	*	

* * * * *

JUDGMENT

The above entitled cause having come on for hearing, the parties having appeared with counsel, testimony having been taken and considered, it is this 17th day of March, 1992, by the Circuit Court for Carroll County:

ADJUDGED that Plaintiff, BRENDA LEE SEITZ, be, and she is hereby granted and ABSOLUTE DIVORCE from Defendant, JEFFERSON EDWARD SEITZ; and

ORDERED that the care and custody of the minor children of the parties, namely, Joseph Edward Seitz (1-4-84) and Krystal Marie Seitz (7-6-90) be, and it is hereby placed with the Plaintiff, subject to the further Order of this Court; and

ORDERED that the Defendant, shall pay unto the Plaintiff, through the Bureau of Support Enforcement, the sum of Fifty Dollars (\$50.00) per week, per child, for the support of the minor children of the parties, subject to the further Order of this Court; and

FILED
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CLERK

- 2 -

ORDERED that the Defendant shall be entitled to visit with the minor children and to have the minor children visit with him in accordance with the following schedule, which schedule was agreed to by the parties in open Court:

New Year's shall mean from 6:00 P. M. on December 31st, until 6:00 P. M. on January 1st. The reference to New Year's day shall refer to the calendar year in which January 1st falls.

Christmas shall mean from 6:00 P. M. on Christmas Eve until Noon on Christmas Day.

Easter, Memorial Day, July 4th, Labor Day and Thanksgiving shall each mean from 9:00 A. M. until 6:00 P. M. of the day on which each mentioned holiday falls.

The non-custodial parent shall have the children visit with him on the following schedule:

During the period of time when the Carroll County Public Schools (or the school system in any jurisdiction where the children permanently reside with the custodial parent) are in recess for the summer vacation, on each Tuesday evening from 6:00 P. M. until 9:00 P. M.

Every other weekend from 6:00 P. M. on Friday evening until 7:00 P. M. on Sunday, beginning the weekend of March 20, 1992.

For three (3) weeks (21 days) every summer during the summer vacation from the school term, provided, however, that the weeks shall be selected by the non-custodial parent before the first of May in each calendar year and the custodial parent be notified of the weeks selected by that date. Otherwise, the custodial parent shall fix the vacation visitation period. The summer visitation shall be broken into one (1) one (1) week period and one (1) two (2) week period, and the two separate periods shall not be consecutive.

The son's birthday in odd numbered years from 9:00 A. M. until 6:00 P. M. if the birthday falls on a non-school day; and from 6:00 P. M. until 9:00 P. M. if the birthday falls on a school day.

- 3 -

The daughter's birthday in even numbered years from 9:00 A. M. until 6:00 P. M. if the birthday falls on a non-school day; and from 6:00 P. M. until 9:00 P. M. if the birthday falls on a school day.

The parties agree that both children shall visit on the birthday schedule set forth in the immediately preceding two paragraphs. The parties further agree that for purposes of this visitation schedule, the children's birthdays shall be designated "Holidays".

Mother's Day in each year shall be spent with the children's mother. Mother's Day, for purposes of this visitation schedule, shall be designated a "Holiday".

Father's day in each year shall be spent with the children's father. Father's Day, for purposes of this visitation schedule, shall be designated a "Holiday".

Beginning with Memorial Day, 1992, the parents shall alternate the following holidays: Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas and New Year's Day, and Easter. The father shall have the children with him on Memorial Day, 1992.

The parties agree that the parent with whom the children are to spend a designated holiday shall have preference over the parent with whom the children are to spend a weekend. The parent with whom the children are to spend a weekend will surrender so much of that weekend as is necessary to accommodate the holiday visitation with the other parent. The custodial parent will surrender weekends to accommodate the two week visitation schedule in the summer. If a scheduled holiday visitation falls on a Friday or a Monday and the non-custodial parent is scheduled to have the weekend preceding or succeeding that holiday, the parent need not return the children for the night between the holiday and the weekend, unless the Monday holiday is also a school day.

The non-custodial parent shall provide the visitation to and from the custodial parent's home; and

ORDERED that the issue of alimony is hereby reserved for the future consideration of the court; and

- 4 -

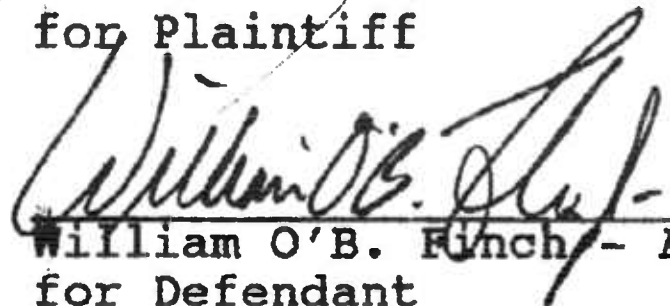
ORDERED that the "mud bogger" presently in possession of the Defendant may be sold, PROVIDED, HOWEVER, the proceeds resulting from the sale of said "mud bogger" shall be deposited in an interest bearing account in the joint names of the parties, subject to withdrawal upon the joint order of the parties, with the evidence of said account to be held by counsel for the parties, pending the final disposition of the marital property in this matter; and

ORDERED, pursuant to Md. Ann. Code, Family Law Art., §8-203, the Court hereby expressly reserves the power to determine which property is marital property, the value of said marital property, and whether a monetary award will be rendered in this matter; and

ORDERED that open court costs shall be paid by the Defendant.

APPROVED AS TO FORM


Elwood E. Swam - Attorney
for Plaintiff


William O'B. Finch - Attorney
for Defendant


Judge

SEE ATTACHED NOTICE TO DEFENDANT

- 5 -

NOTICE TO DEFENDANT

If the Defendant accumulates support arrearage amounting to more than 30 days of support, the Defendant shall be subject to earnings withholdings;

The Defendant is required to notify the Court within 10 days of any change of address or employment so long as the Support Order is in effect;

Failure to comply with the preceding paragraph will subject the obligor to a penalty not to exceed \$250.00, and may result in the obligor's not receiving notice of proceedings for earnings withholding.

SCARLETT MORNINGSTAR ALLEN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOSEPH BERTON ALLEN	:	CARROLL COUNTY
Defendant	:	CASE NO. C-91-10403

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of March, 1992, that the Plaintiff, SCARLETT MORNINGSTAR ALLEN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOSEPH BERTON ALLEN; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby granted the custody of the minor child of the parties, namely, CHRISTOPHER BRIAN ALLEN (born September 23, 1984), reserving unto the Defendant reasonable rights of visitation, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$25.00 per week, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

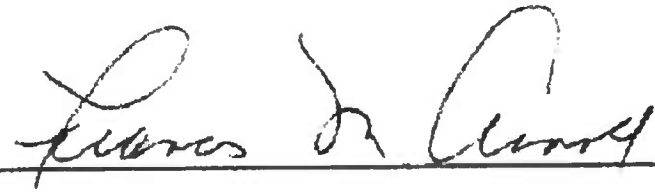
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 16 MAR 1992
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 11:00 AM
 11:00 AM

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS THE FURTHER FINDING of this Court that the Defendant has not made child support payments in accordance with its Order dated October 18, 1991 except for one such payment; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.



JUDGE

SCARLETT MORNINGSTAR ALLEN : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 JOSEPH BERTON ALLEN : CARROLL COUNTY
 Defendant : CASE NO. CV 10403

O R D E R

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 18th day of October, 1991, that the Plaintiff, Scarlett Morningstar Allen, be and she is hereby granted the pendente lite custody of the minor child of the parties, namely, CHRISTOPHER BRIAN ALLEN (born September 23, 1984), reserving unto the Defendant reasonable rights of visitation; and

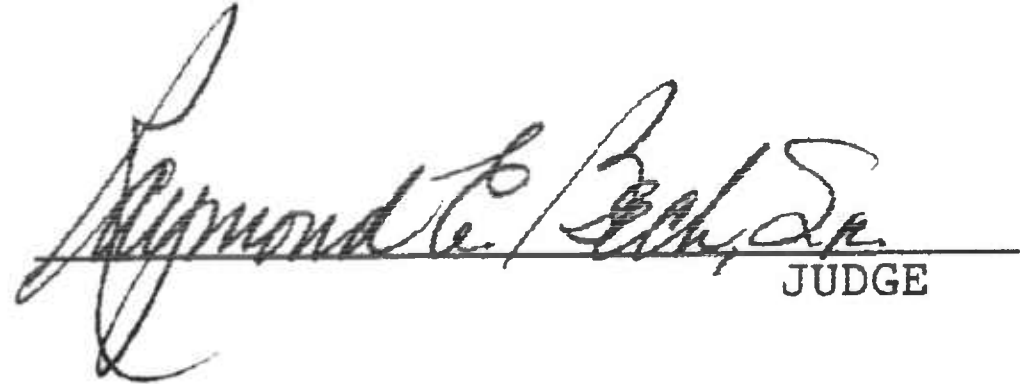
IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$25.00 per week, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

DEBORAH JEAN SCARPATI

Plaintiff

vs.

JOHN JOSEPH SCARPATI

Defendant

*

IN THE

*

CIRCUIT COURT

*

FOR

*

CARROLL COUNTY

*

CASE NO. C-91-10860

* * * * *

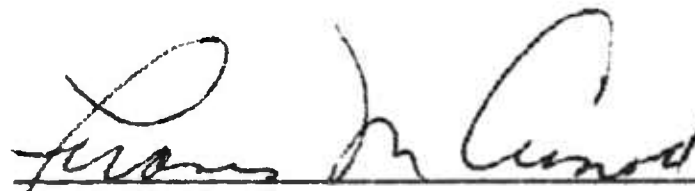
JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of Master filed in this case, it is this 16th day of March, 1992, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, DEBORAH JEAN SCARPATI, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, JOHN JOSEPH SCARPATI; and it is further

ORDERED that both parties be denied alimony by virtue of their waiver thereof; and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.


J U D G E

FILED
MAR 11 1992
CLERK OF COURT
CARROLL COUNTY, MD

PATRICIA D. GAUVIN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DAVID A. GAUVIN	:	CARROLL COUNTY
Defendant	:	CASE NO. C-91-11633

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of March, 1992, that the Plaintiff, PATRICIA D. GAUVIN be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DAVID A. GAUVIN; and

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, MATTHEW THOMAS GAUVIN (born March 13, 1986) be and the same is hereby declared to be joint and reserving unto the parties reasonable rights of visitation as specifically defined in the Separation Agreement between the parties; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$850.00 per month, said payments to begin when the Plaintiff vacates the marital residence; that the Defendant maintain medical insurance for the minor child and that the parties divide equally uninsured medical expenses of the child, 75% by the Defendant and 25% by the Plaintiff; all of which is subject to the further Order of this Court and sub-

filed March 17, 1992

ject to the further Order of this Court:


(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated December 30, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

BOOK 48 PAGE 364

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 30th day of December, 1991, by and between PATRICIA D. GAUVIN, hereinafter referred to as "Wife" and DAVID A. GAUVIN, hereinafter referred to as "Husband",

W I T N E S S E T H:

WHEREAS, the parties hereto were married on the 5th day of September, 1981, in Cockeysville, and

WHEREAS, one child was born of this marriage, namely MATTHEW T. GAUVIN, on March 13, 1986, and

WHEREAS, the parties experienced unfortunate and irreconcilable differences and mutually and voluntarily agreed to separate on December 4, 1990, and to live separate and apart without cohabitation, and,

WHEREAS, the Husband and Wife desire by this instrument to settle their mutual rights and obligations, whether past, present or future,

NOW, THEREFORE, in consideration of the premises and of the covenants, agreements and stipulations made herein, and for other good and valuable consideration, the parties do hereto covenant and agree, each with the other, as follows:

1. Separation: The parties shall continue to voluntarily live separate and apart, in separate places of abode without any cohabitation and do acknowledge that they have since December 4, 1990, continuously lived separate and apart, pursuant to their mutual and voluntary agreement. Neither of the parties shall interfere with or molest the other nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as if they had never been married.

2. Mutual Releases: Except to the extent otherwise provided herein:

(a) Each party to this Agreement waives, relinquishes,

releases and renounces any and all rights or claims he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to alimony, support, maintenance or spousal support from the other, in consideration of the other promises and covenants contained herein. This provision shall not be subject to modification by any Court;

(b) Each party hereby waives and releases to the other any and all claims that he or she may or might have, or claims to have, against the other or the Estate of the other, including any right to take against a Will or under the laws of intestate succession, by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, it being the intention of the Parties hereto that henceforth there shall be, as between them, only such rights and obligations relating to the marital relationship as are set forth in this Agreement;

(c) Nothing herein contained shall constitute a waiver by either the Husband or the Wife or his or her right to seek a divorce from the other party in any court of competent jurisdiction.

3. Marital Property Act: Except as otherwise provided herein, each of the Parties hereto, for himself or herself and his or her respective heirs, personal representatives, and assigns, releases all claims, demand and interest arising under the Marital Property Act, Sections 8-200, et seq., Family Law Article, Annotated Code of Maryland, including but not limited to any claim to use of family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any, and any claim to a monetary award as an adjustment of the equities and rights of the Parties concerning marital property, if any. The Parties have divided all marital property to their mutual satisfaction pursuant to the terms of this Agreement;

The Parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that

may be necessary or proper to carry into effect any part of this Agreement, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

4. Real Estate:

The parties own as tenants by the entirety, property located at 4366 Ridge Road, Mt. Airy, Maryland 21771.

a) The parties agree to list the property for sale immediately. The property will be listed with Terri Phillips of Long & Foster at the price recommended by Ms. Phillips. The net proceeds will be divided equally after paying all costs incident to settlement, payoff of all encumbrances, reimbursement to either party for expenses incurred with respect to fixing or maintenance of the property in preparation for or during the period it is on the market for sale or pending settlement.

The parties shall accept any offer on the property by a qualified prospective buyer so long as the offer is within \$3,000.00 of the initial listing price during the first 60 day listing period. If no contract is pending approval or has not been entered into by the parties during the initial 60 day listing period, the parties agree to reduce the listing price by \$3,000.00. If no contract is pending approval or has not been entered into by the parties during this second 60 day listing period, the listing price will be reduced by an additional \$3,000.00 for a listing period of 45 days.

b. The Husband shall have the option to purchase from wife her interest in the property by paying to her a sum of one-half of the equity in the property at the time of sale. The equity shall be determined by subtracting the existing mortgage from the sum of \$146,000.00. Husband shall pay the sum in cash, certified check or cashier's check at the time of settlement and wife and husband shall join in conveying their interests in the property to husband by a Quick Claim Deed. Husband shall hold the wife harmless and/or indemnify her thereafter for any loss, claim, debt or cause of action which may accrue with respect to the use, management,

ownership or sale of the property, including the Purchase Money Note executed by the parties. Husband shall have the right to exercise such an option by conveying his intent in writing to the wife within fifteen (15) days of the execution of this Agreement. Settlement shall occur within sixty (60) days of the execution of this Agreement or as soon thereafter as a title report, insurance binder and financing can be obtained. Husband agrees to have wife's name removed from the existing mortgage at the time wife transfers her interest in the marital home to husband.

c. The Wife shall be entitled to exclusive use and possession of the property, subject to any contract of sale, through February 28, 1992. After February 28, 1992 or prior, if Wife vacates the property, Husband shall be entitled to exclusive use and possession of the property until its sale. Husband shall be liable for all costs, charges, expenses and maintenance of the property including the Purchase Money mortgage payments, tax and insurance upon wife's vacancy until such time house is sold.

5. Personal Property:

a. The parties have divided all articles of personal property to their mutual satisfaction as set forth on the attached Schedule A; and each party shall own, have and enjoy, independently of any claim or right of the other, all items of personal property of every kind, nature and description apportioned to him or her with full right to him or her to dispose of the same.

b. The Wife will own, free and clear of any interest of the Husband, the 1984 Toyota Corolla and shall hold the Husband harmless and indemnify him from any loss, debt, claim and/or cause of action arising with respect to the use, sale and/or ownership of the vehicle and/or any attorney's fees resulting with respect thereto. The Wife will be responsible for maintaining insurance coverage on the vehicle.

c. The Husband will own, free and clear of any interest of the Wife, the 1988 Dodge Dakota and shall hold the wife harmless and indemnify her from any loss, debt, claim and/or cause of action arising with respect to the use, sale and/or ownership of the

vehicle and/or any attorney's fees resulting with respect thereto. The Husband will assume full responsibility for the existing loan on the 1988 Dodge Dakota.

d. The parties shall share equally the 130 shares of common stock in GTE, 65 to each. The parties shall execute whatever documents are necessary to effectuate the transfer.

e. The parties shall own free and clear of any interest to the other all savings accounts, checking accounts, stocks, bonds or other assets titled in his or her own name.

f. Except as otherwise set forth herein, the Husband will assume full responsibility for only the following debts incurred during the marriage until execution of this Agreement: Tower Federal Credit Union (Mastercard), Maryland National Bank (truck loan).

6. Custody:

The parties shall have joint custody of the minor child of the parties. The Wife shall be the primary physical custodian. Decisions concerning the health, welfare, safety and education of the child will be made jointly by the parties. Husband shall have custody every other weekend, except as modified hereinbelow, from 6:00 p.m. Friday to 5:00 p.m. Sunday. Following this weekend, Husband shall have the child on Thursday from 6:00 p.m. to 8:00 p.m. On the week which commences with a Sunday the child has spent with the Wife, the Husband shall have the child on Tuesdays and Thursdays from 6:00 p.m. to 8:00 p.m. Husband shall primarily be responsible for picking up and/or dropping off of the minor child during changes in physical custody and/or visitation. The parties will alternate custody for the child's birthday on an annual basis. The parties will alternate custody during the following holidays: New Year's Day, Martin Luther King Day, President's Day, Easter, 4th of July, Thanksgiving, Christmas Eve, Christmas, the three day Memorial Day weekend, the three day Labor Day weekend and shall share equally in the yearly week long school vacations/holidays during the winter and spring. The child shall spend the weekend of Mother's Day with the Wife and the Weekend of Father's Day with the Husband. While the child is with a party, the other shall be entitled to reasonable and necessary calls regarding the health, education, and

welfare of the child, between 6:00 p.m. and 8:00 p.m. on weekdays and 10:00 a.m. and 7:00 p.m. on weekends. The Husband shall be entitled to four weeks of continuous custody during the summer, which dates will be chosen at his option by indicating the dates to the Wife in writing prior to May 1 of the calendar year. If Husband fails to set forth his specific requests, he will be entitled to the last 2 weeks in July and the first 2 weeks in August. During this time period the Wife will have the child one night per week from 6:00 p.m. to 8:00 p.m., unless the child is away for an extended period of time with the Husband. If there is a need to place the child in a daycare/summer camp during this time period, the Wife may tour any such facility. It is agreed by and between the parties that holidays shall take priority over other scheduled visitation where a conflict exists.

Each party shall use their best efforts to ensure that his or her respective parents and family will have access to and shall have a substantial relationship with the minor child.

7. Child Support:

a. Husband shall pay to the Wife as and for support of the minor child the sum of \$850.00 monthly, commencing when the Wife vacates the property as set forth above. Except as modified hereinbelow, Husband shall maintain medical insurance on the child. Uninsured medical expenses related to the child will be divided pursuant to the ratio 75% (Husband), 25% (Wife).

b. The funds in the Tower Federal savings account will be transferred into an account in the child's name and will be solely for his benefit.

8. Health and Retirement Benefits:

Husband shall maintain health insurance on the Wife through 12/31/91. Husband shall maintain a life insurance policy with a face amount of \$60,000.00, naming as beneficiary a Trust for the benefit of Matthew. Husband's responsibility with respect to maintaining said policy shall terminate at such time as Matthew reaches the age of 18 or at age 22 if Matthew is enrolled on a full-time basis in an accredited college or university or at such time as he completes his high school education. Wife waives all right, title and interest in any retirement and/or pension interest

of the Husband.

9. Tax Returns:

The parties shall file joint tax returns for 1991 and shall share equally in the refund or in the liability, as long as the wife receives no less refund or pays no more taxes than she would if she filed individually. Any tax deductions for the property beginning in January of 1992 until sale of the property to Husband or third party will be divided equally between the parties. The Wife will claim the deductions for the minor child and child care starting in 1992.

10. Attorney's Fees:

Husband shall reimburse Wife the sum of \$500.00 as contribution towards her attorney's fees in connection with their divorce, separation, and all Court costs including the Master's fees incurred in obtaining a limited and/or absolute divorce.

11. Pledge of Credit: The parties hereto agree that they shall not and will not at any time nor in any manner incur any financial responsibility involving the credit of the other for the balance of their natural lives and further agree that neither of them shall be liable for the debts and obligations or taxes laid upon the other, and each party hereby agrees and undertakes to hold the other party harmless and completely indemnified against his or her own debts, obligations, taxes, costs and expenses incident thereto, including court and other costs and reasonable attorney's fees, except as otherwise provided herein, for enforcing any obligations found to be due, one to the other, under this Agreement. The parties shall cease using and will close the Sears charge account. The Wife will be removed from the Tower Federal Credit Union account.

12. Execution of Documents: The parties hereto covenant and agree that with the approval of any Court of competent jurisdiction in which any divorce proceedings may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this

Agreement, or any provision hereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether this Agreement or any part hereof is incorporated in any such decree, the same shall not be merged in said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

13. Section 8-103, Family Law Article, Annotated Code of Maryland: The passage of Section 8-103, Family Law Article, Annotated Code of Maryland (as amended), gives the Courts of Maryland the right to modify the provisions of this Agreement unless it specifically states that these provisions are not modifiable. Therefore, pursuant to this Article and Section, no provisions of this Agreement shall be modifiable by any Court, unless specifically excepted from the operation of this statutory provision.

14. Notice to Parties: Each party shall at all times keep the other informed of his or her place of residence, and shall promptly notify the other of any change, giving the address of the new place of residence.

15. Binding Effect: All the provisions of this Agreement shall be binding upon the respective heirs, assigns, next of kin, executors and administrators of the parties.

16. Understanding of this Document: The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have ascertained and weighed all of the facts and circumstances likely to influence their judgment herein; that each party has sought and obtained competent legal advice of his/her own choice; that they have given due consideration to all provisions of this Agreement and that they clearly understand and assent to all provisions hereof; each Party to pay his/her own attorney's fees. Husband acknowledges that counsel for Wife has not represented him or given any advice to him on this matter.

17. Incorporation in Decree: It is further agreed by both parties that nothing in this Agreement shall be construed to preclude either or both parties from filing a divorce action, or to require such filing, one against the other, now or at any subsequent time, and in the event such proceedings does take place, it is agreed by both parties that this Agreement may be incorporated in and made a part of any decree or judgment which may be entered in any such action, but not merge therein.

18. Modification Waiver: No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver or breach of provisions hereunder, or of default for any period, shall be deemed a waiver of any subsequent breach or default of the same or similar nature. The provisions of this Agreement shall not be subject to modification by any Court.

19. Governing Law: It is hereby agreed by the parties that the validity, construction, meaning and effect of this Agreement shall be governed and determined by the law of the State of Maryland.

20. Executed in Quadruplicate: This Agreement shall be executed in Quadruplicate, any of which copies may be taken and used for all purposes as the original without the necessity of accounting for the other copies. Signed carbon copies or photocopies shall be admissible into evidence in all actions, whether at law or equity, without accounting for the original.

21. Entire Understanding: This Agreement constitutes the entire understanding of the parties, and the parties acknowledge that there are no representations or warranties other than those expressly herein set forth.

IN WITNESS WHEREOF, the Husband and Wife have hereto affixed their signatures and seals at the places and on the dates mentioned in the following Notary certificates, but the Agreement shall

be considered dated and fully executed on the date and year first above written.

WITNESS:

Traci A. Neville

Patricia D. Gauvin (SEAL)
PATRICIA D. GAUVIN

Traci A. Neville

David A. Gauvin 6- (SEAL)
DAVID A. GAUVIN

STATE OF MARYLAND)
COUNTY OF Carroll) ss:

I HEREBY CERTIFY that on this 27th day of December, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PATRICIA D. GAUVIN and acknowledged the foregoing Agreement to be her act and that she executed said Agreement freely and voluntarily, and made oath in due form of law under penalties of perjury that the matters and facts stated therein are true.

As WITNESS my hand and Notarial Seal.

Donna B. Yester
Notary Public



My Commission Expires: 7-1-95

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss:

I HEREBY CERTIFY that on this 30th day of December, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DAVID A. GAUVIN and acknowledged the foregoing Agreement to be his act and that he executed said Agreement freely and voluntarily, and made oath in due form of law under penalties of perjury that the matters and facts stated therein are true.

AS WITNESS my hand and Notarial Seal.

Traci A. Neville
Notary Public

My Commission Expires: 9-17-94

SCHEDULE AWIFE

Toyota
family room set
family room lamps
kitchen table and chairs
microwave
toaster oven
kitchen counter items
1/2 dishes, silveware, pots
and pans
1/2 cutlery
tv & tv table
vcr
child's bed
child's bedroom set
desk and chair
filing cabinet
master bedroom bed
master bedroom set
answering machine w/phone
1/2 linens
wife's bicycle
step stool
tan luggage
personal cooler
christmas tree
wrapping accessories
living room wall ornament
4 rubbermaid chairs
christmas ornaments
spare room furniture

HUSBAND

Truck
living room set
living room rocker
living room lamp
1/2 dishes, silverware,
pots
1/2 cutlery
dining room table
master bedroom bed
kitchen telephone
1/2 linens
tractor
lawn mower
husband's bicycle
weed eater
lawncare items
tool box & tools
ladders
blue luggage
large cooler
trombone
christmas tree
beach chairs
beach umbrella
patio furniture
golf clubs, shoes
beach painting
boat painting
extra tv table
gas grill

BOOK 48 PAGE 375

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Unsigned Order

DON C. BELLUSCI * IN THE
Plaintiff/Counter- * CIRCUIT COURT
Defendant *
v. * FOR
SANDI D. BELLUSCI * CARROLL COUNTY
Defendant/Counter- * CASE NO.: 10313
Plaintiff *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being presented by the Plaintiff, the proceedings and agreements between the parties having been heard, read, and considered by this Court:

WHEREUPON it is this 20th day of March, 1992, by the Circuit Court for Carroll County,

ORDERED, that the Plaintiff, Don C. Bellusci, be and he is hereby granted an Absolute Divorce from the Defendant, Sandi D. Bellusci; and it is further,

ORDERED, pursuant to the parties' agreement, that Plaintiff shall pay unto the Defendant the sum of Thirty-One Thousand, Three Hundred Fifty Dollars (\$31,350.00) in full and final satisfaction of any and all claims, demands, rights, and interests Defendant may have in and to any and all marital property, whether real, personal or mixed arising under Md. Fam. Law Code Ann. §§8-201 to 8-213 (1984, 1991 Cum. Supp.), and each shall, for himself or herself or their respective heirs,

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personal representatives and assigns release the other from any and all such claims, demands, rights or interests arising under the aforesaid statute, including but not limited to, any claim to use and possession of family use personal property, if any, any claim to marital property, if any, and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any; and it is further,

ORDERED, pursuant to the parties' agreement, that Plaintiff shall pay the aforesaid sum directly to counsel for the Defendant in two installments, consisting of one payment in the amount of Five Thousand Dollars (\$5,000.00), to be paid on or before January 24, 1992, and the remaining payment of Twenty-six Thousand, Three Hundred Fifty Dollars (\$26,350.00) to be paid immediately upon Plaintiff securing the necessary financing at the earliest possible date; and it is further,

ORDERED, pursuant to the parties' agreement, that upon receipt of the second and final payment as specified above, Defendant shall convey unto the Plaintiff all of her right, title, and interest in and to the real property known as 4405 Baughman Mill Road, Lineboro, Maryland, and she shall execute any deed, deed of trust, assignment, or other document, which may be reasonably necessary for the conveyance of such right title and interest; and it is further,

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ORDERED, pursuant to the parties' agreement, that the Plaintiff shall be solely responsible to pay the mortgage and all other expenses related to the aforesaid home, including but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the home and contents, the cost of pest control, and all repairs and improvements, and he shall hold and save Defendant harmless from any and all such expenses and costs which he has agreed to pay and he shall indemnify the Defendant from any liability therefrom; and it is further,

ORDERED, pursuant to the parties' agreement, that Plaintiff shall transfer and assign unto the Defendant all of his right, title, and interest in and to the Defendant's 1988 Ford Bronco, and he shall execute such documents as may be reasonably necessary to effect such transfer; and it is further,

ORDERED, pursuant to the parties' agreement, that Plaintiff shall transfer and assign unto the Defendant all of his right, title, and interest in and to the Defendant's 31' workboat, known as "Sand Digger" and he shall execute such documents as may be reasonably necessary to effect such transfer; and it is further,

ORDERED, pursuant to the parties' agreement, that Plaintiff shall assume and be solely responsible for the payment of any and all debts related to the purchase of said vehicle, including but not limited to, loan payments, and he shall hold and save

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Defendant harmless from any and all such expenses which he has agreed to pay and he shall indemnify the Defendant from any liability therefore; and it is further,

ORDERED, pursuant to the parties' agreement, that upon reasonable advance notice not to exceed ten (10) days, the Plaintiff shall allow the Defendant to remove certain specified personal property from the marital home, including but not limited to, the downstairs refrigerator; and it is further,

ORDERED, pursuant to the parties' agreement, that during the time Defendant's personal property remains in the marital home, Plaintiff shall not cause nor take any action that would cause damage, deterioration or destruction to said property; and it is further,

ORDERED, pursuant to the parties' agreement, that upon the division of the aforesaid property, all tangible personal property and household chattels remaining in the Plaintiff's residence shall be and remain the sole and exclusive property of the Plaintiff, free and clear of any interest of the Defendant and all tangible personal property and household chattels remaining in Defendant's residence shall be and remain the sole and exclusive property of the Defendant, free and clear of any interest of the Plaintiff; and it is further,

ORDERED, pursuant to the parties' agreement, that except as otherwise provided herein, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds

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or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other; and it is further,

ORDERED, pursuant to the parties' agreement, that each party shall release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future; and it is further,

ORDERED, pursuant to the parties' agreement, that each party shall waive any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan, including, but not limited to, the right either spouse may have to receive any benefit in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity, pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other now or at any time hereafter with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit sharing plan or other form of retirement or deferred income plan; and it is further,

ORDERED, pursuant to the parties' agreement, that the parties shall maintain individual health and life insurance plans separate from each other and shall hold and save each

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other harmless from any responsibility to provide such insurance; and it is further,

ORDERED, pursuant to the parties' agreement, that each party shall be solely liable for his or her own counsel fees in connection with legal services rendered, or to be rendered, in the above captioned case; and it is further,

ORDERED, pursuant to the parties' agreement, that subject only to any provisions contained to the contrary, the Plaintiff and Defendant shall release, relinquish, waive, surrender, grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they predecease each other or such claim arising out of said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the

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provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were never married; and it is further,

ORDERED, that the costs of these proceedings shall be equally divided between the parties.

ALL SUBJECT TO THE FURTHER ORDER OF THIS COURT.

Ruby K. Bunn
J U D G E

APPROVED AS TO FORM:

Jack D. Leonard, II
JACK D. LEONARD, II

P.O. Box 222,
1372 North Main Street
Hampstead, Maryland 21074
239-6800

Attorney for Plaintiff/
Counter-Defendant

Walter D. Hess, III
WALTER D. HESS, III

JOHNSON AND HESS, P.A.
196 Pennsylvania Avenue
Westminster, Maryland 21157
848-1000 876-1070

Attorney for Defendant/
Counter-Plaintiff

CONSENT TO ORDER:

Don C. Bellusci
DON C. BELLUSCI

Plaintiff/Counter-Defendant

Sandi D. Bellusci
SANDI D. BELLUSCI

Defendant/Counter-Plaintiff

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DAWN MARIE SCHAAR : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
MARK JAMES SCHAAR : CARROLL COUNTY
Defendant : Case No. C-91-11886

JUDGMENT OF ABSOLUTE DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON, it is this 20th day of March, 1992, by the Circuit Court for Carroll County, ORDERED, that the Plaintiff, DAWN MARIE SCHAAR, be and she is hereby Absolutely Divorced from her husband, the Defendant, MARK JAMES SCHAAR; and it is further

ORDERED, that the Plaintiff shall have restored to her maiden name of DAWN MARIE KNOTT, and it is further

ORDERED, that the costs of these proceedings and the Master's fees are waived.

Rude K. B.
JUDGE

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CIRCUIT COURT

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CARROLL COUNTY

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CASE NO. C-92-12404

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

March, 1992, by the Circuit Court for Carroll County

TONY A. HAHN; and it is further

parties; and it is further

insurance; and it is further

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ORDERED:

(1) If the Defendant accumulates support payment arrears amount to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

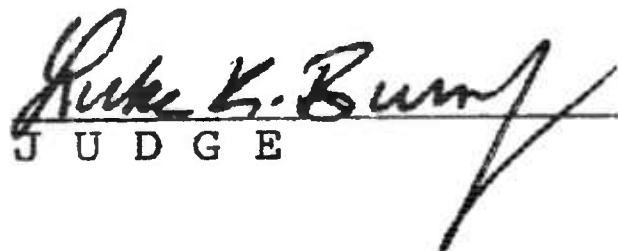
(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that both parties be and are hereby denied alimony by virtue of their waiver thereof; and it is further

ORDERED that the pertinent parts of the Voluntary Separation and Property Settlement Agreement between the parties dated December 2, 1991, be and the same are hereby incorporated, but not merged, into this Judgment of Absolute Divorce; and it is further

ORDERED that the Plaintiff be and is hereby granted leave of Court to resume her former name, namely, LAURA ANN STAMBAUGH; and it is further

ORDERED that the parties equally divide the costs of these proceedings, including the Master's fee.



J U D G E

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 2 day of ^{December}~~October~~, 1991, by and between LAURA S. HAHN, ("Wife") and TONY A. HAHN, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 13, 1987, in Carroll County, Maryland. One child was born to them as a result of their marriage; namely, TABATHA NICOLE HAHN, born March 4, 1986, hereinafter referred to as "Child". Differences have arisen between the parties and they are now and have been since November 15, 1990, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.



NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENTS TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the

other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Child, with the right and privilege of Husband to visit and have the Child with him at all reasonable times and places.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of the Child, the sum of Eighty Dollars (\$80) per week. In addition, Husband shall continue in full force and effect, for the benefit of the Child, his present medical insurance or equivalent insurance, providing equivalent coverage, and in addition thereto, Husband shall pay on behalf of the Child as the same are incurred, one-half (1/2) of all necessary medical, dental, nursing and hospital expenses, including the cost of medicines, drugs, therapy, orthodontry and appliances prescribed by a physician or dentist for the Child, except such medicines and drugs as are usually kept in the medicine cabinet of the average household. Husband's obligation for the child support payments and for medical insurance and medical and dental bills provided in this paragraph shall cease and terminate upon the first to occur of any of the following events with respect to the Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years.

5. LIFE INSURANCE

Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Will, provide a fund of not less than Fifty Thousand Dollars (\$50,000) for the Child to be used for the support, maintenance, and education of the Child, in the event of Husband's death. The said fund shall be administered

by Wife as trustee. Husband's obligation under this Paragraph shall terminate, with respect to the Child, on that date on which the Child reaches the age of Twenty-Two (22). To the extent that Husband shall fail to comply with the provisions of this Paragraph, his estate shall be charged with the obligations hereinabove assumed.

6. WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

7. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located

at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

8. MARITAL HOME

Husband owns improved premises in Carroll County known as 430 Red Tulip Court, Taneytown, Maryland 21787. (the "Home"). The Home is subject to the lien of a mortgage. The had been the marital home of the parties prior to their separation and marital funds and efforts have been invested in the Home during the parties' marriage. Simultaneously with the executor of this Agreement, Wife shall waive any and all right, title and interest which she may have in and to the Home. It is the intention of the parties that Wife shall have no interest whatsoever in the Home and that Husband shall be solely responsible to pay the mortgage and all other expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole

and exclusive property of Husband, free and clear of any interest of Wife.

9. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan. Either party shall, within ten (10) days of the request by the other party, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

10. DEBTS

A. The parties are jointly indebted on a Master Card issued by Taneytown Bank and Trust having a balance of approximately Nine

Hundred Fifty Seven Dollars (\$957.00). From and after the date of this Agreement, neither party shall use said credit card for any purpose, or shall incur any additional charges on said account - at least so long as it remains a joint account. Husband shall assume full responsibility for said Master Card account and shall indemnify Wife and hold her harmless from any and all liability therefor. The parties also have several credit card accounts which had been joint accounts but from which Wife's name has since been removed and which are currently in Husband's name. Husband shall also assume full responsibility for each of these accounts and shall indemnify Wife and hold her harmless from any and all liability therefor.

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

11. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

12. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

13. ACKNOWLEDGEMENT OF WIFE'S COUNSEL

The parties hereby acknowledge that Keith D. Saylor, Esquire, has provided legal representation and advice to Wife in connection with parties' separation and the drafting of this Agreement. Husband expressly acknowledges that he has been advised and afforded

every opportunity to obtain independent counsel of his own selection in connection with this Agreement, so that he may have his own attorney answer any questions which he may have. Husband further acknowledges that Keith D. Saylor has neither represented Husband nor provided him with any legal advice in connection with the terms or operating effects of this Agreement. Husband further acknowledges that his decision to execute this Agreement without his own attorney is made freely and voluntarily.

14. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future, except that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce this Agreement. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

15. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or

settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

16. FURTHER ASSURANCES

The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other thing or act that may be necessary or proper to carry out any part of this Agreement, or to release any rights in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

17. MISCELLANEOUS

A. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an

adjustment of the equities and rights of the parties concerning marital property, if any.

B. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

C. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel or had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

D. Notwithstanding any other provisions of this Agreement, each party expressly reserves any right which he or she may have, now or in the future, to receive any Social Security benefits provided by law, whether such benefits derive from his or her own earnings or from this marriage. It is the intention of the parties that this Agreement have no effect whatsoever on their respective rights to receive Social Security benefits.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Deborah McConnell (Laura S. Hahn) (SEAL)
LAURA S. HAHN

Barbara J. Cook

Jepi N. Clingan

Tony A. Hahn (SEAL)
TONY A. HAHN

STATE OF MARYLAND)

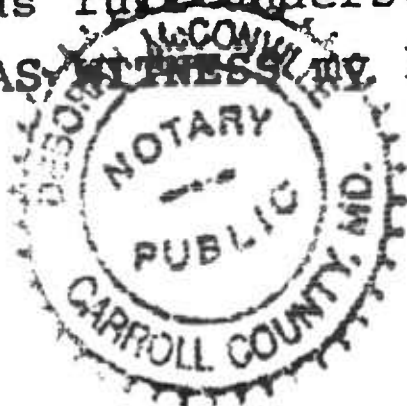
TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 2nd day of June, 1991, the above-named LAURA S. HAHN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and

acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Deborah McConaill

NOTARY PUBLIC

My Commission Expires: 12/2 11/28/94

STATE OF MARYLAND)

) TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 21st day of November, 1991, the above-named TONY A. HAHN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



10HAH.SA

Joyce N. Clingan

NOTARY PUBLIC

My Commission Expires: 3-1-92

NOLA MAUREEN RUBY GEISLER * IN THE
 Plaintiff * CIRCUIT COURT
 vs. * FOR
 JOHN WILLIAM GEISLER * CARROLL COUNTY
 Defendant * CASE NO. C-91-11354
 * * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of Master filed in these proceedings and all other proceedings of record, it is therefore this 20th day of March, 1992, by the Circuit Court for Carroll County


ORDERED that the Plaintiff, Nola Maureen Ruby Geisler, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, John William Geisler; and it is further

ORDERED that both parties be and are hereby denied alimony by virtue of their mutual waiver thereof; and it is further

ORDERED that the pertinent parts of the Voluntary Separation Agreement between the parties dated April 18, 1990, be and the same are hereby incorporated but not merged into this Judgment of Absolute Divorce; and it is further

ORDERED that the Plaintiff, NOLA MAUREEN RUBY GEISLER, be and is hereby granted leave of Court to resume use of her former name, namely NOLA MAUREEN RUBY; and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.


 J U D G E

VOLUNTARY SEPARATION AGREEMENT

THIS AGREEMENT, Made this 15th day of April, 1990, by and between NOLA MAUREEN GEISLER, of Carroll County, Maryland, hereinafter referred to as "Wife" and JOHN WILLIAM GEISLER, JR., of Carroll County, Maryland, hereinafter referred to as "Husband".

EXPLANATORY STATMENT


The parties hereto were married by a civil ceremony on December 23, 1988, in Westminster, Maryland. No children were born to them as a result of said marriage.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights, the waiver of alimony and all other matters growing out of the marriage relationship and, without waiving any grounds for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

VOLUNTARY SEPARATION

ITEM I: The parties hereto did voluntary and mutually separate on November 28, 1989, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and



apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship.

The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows.

ITEM II: Husband and Wife, having retained independent counsel, and being fully advised of their rights and responsibilities, hereby expressly waive their rights to alimony and support for themselves, past, present, and future, it having been explained to them that by the execution of this Agreement, they may never in the future make any claim for alimony or support for themselves.

REAL PROPERTY

ITEM III: The parties have not acquired, as tenants by the entirety, any real property during their marriage.

AUTOMOBILES

ITEM IV: The Husband waives all of his right, title and interest in and to any vehicles titled in the Wife's name, and Wife agrees to assume responsibility for the payment of the automobile loan to Ford Motor Credit secured by the 1989 Ford F150 Pickup Truck.

ITEM V: Husband and Wife shall continue to maintain in full force and effect their respective medical insurance coverages, which are available to them through their employment. Husband and Wife shall not be responsible for any medical and/or dental expenses incurred on behalf of the other.

ITEM VI: The parties mutually covenant and agree that all property now held, owned and possessed by each (personal and/or mixed) and wheresoever situate, shall be free and clear of any right, title, interest or claim thereto by the other party. The above waiver and release shall apply to all bank accounts (savings and/or checking), stocks and/or bonds, mortgages, retirement plans (including annuities) and/or benefits any any other property interests held, owned and possessed by either of the parties.

All debts, charges, or liabilities, except those expressly mentioned herein, shall be settled and satisfied at date of this Agreement.

ATTORNEY'S FEES, COURT COSTS AND MASTER'S FEE

ITEM VII: Each party shall be solely responsible for the payment of his or her attorney's fees in connection with negotiation, preparation and execution of this Voluntary Separation and Property Settlement Agreement and in connection with any divorce proceeding instituted by either party and each party waives any claim to contribution thereto from the other.

The parties agree that any Petition for a Divorce Absolute shall incorporate the request that Nola Maureen Geisler be awarded the use of her prior name Nola Maureen Ruby.

TAX RETURNS

ITEM VIII: It is agreed between the parties that Husband and Wife shall file joint 1989 income tax returns. The parties agree that all refunds, if any, from both the Federal and State government shall be divided by the parties in the same proportion that the amount of withholding paid by each during the year to the total withholding paid by

both. If any tax liability should exist, the balance due shall be paid by the parties in the same proportion that their respective gross income bears to the combined gross income. Thereafter, each party shall file separate returns and be responsible separately for any liability and separately be entitled to any tax refund, if either should exist.

SEVERABILITY OF AGREEMENT

ITEM IX: The several clauses of this Agreement are severable and not dependent on each other or any other clause of this Agreement. In the event any clause or clauses of this Agreement shall be determined to be null and void for any reason, it shall not void this entire instrument or any of the other clauses thereof not expressly declared null and void.

INCORPORATION CLAUSE

ITEM X: With the approval of any court of competent jurisdiction in which any divorce proceedings may be instituted, now or at any time in the future, this Agreement shall be incorporated in any Judgment of Divorce which may be passed by said Court. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof in said Judgment of Divorce, then in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof, and the same shall not be merged in said decree, and this Agreement and all of the terms hereof shall continue to be binding upon the parties hereto and their respective heirs, personal representatives and assigns.

NO WAIVER CLAUSE

ITEM XI: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in

case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement.

CONVENANT NOT TO PLEDGE CREDIT

ITEM XII: The parties covenant that they will not at any time in the future incur or contract any debt, charge or liability whatsoever for which the other party, his/her legal representatives, or his/her property or estate may become liable; and each of the parties covenants at all times to keep the other party free, harmless and indemnified of and from any and all debts, charges and liabilities hereafter contracted by him.

RELEASE OF PROPERTY RIGHTS

ITEM XIII: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in the Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender, and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other or against his or her property, whether arising out of the marriage or otherwise, including but not limited to, any claim arising under the Annotated Code of Maryland, Title 8 of the Family Law Article, or any amendments or supplements thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the situs of

any property or either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other state subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all of the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, interest or claim, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right or receive any legal right of interest whatsoever therein, including the right to administer upon the estate of the one so dying.

MODIFICATION CLAUSE

ITEM XIV: No representation, warranties, assurances or promises have been made by either party as an inducement to enter into this Agreement, other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligation imposed

BOOK 48 PAGE 407
hereby, except by written instrument, duly executed, or as otherwise herein
provided.

NONMODIFICATION CLAUSE

ITEM XV: It is expressly understood and agreed by the parties that all promises and covenants set forth in this Agreement and any Deed, Mortgage, Assignment, Certificate of Transfer, Warranty, or Supplemental Agreement and any other writing which might be executed by either or both of the parties in fulfillment of the promises set forth in this Agreement relating to mutual waivers of alimony, property rights (personal and real), or personal rights between the Husband and Wife are not subject to any Court modification.

ACKNOWLEDGEMENT OF UNDERSTANDING

ITEM XVI: The parties hereto declare that they fully understand all of the terms and conditions of this Agreement; that each has been advised of his or her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming through them or any of them.

AS WITNESS the hands and seals of the parties hereto and day and year first above written.

WITNESS:

Carol A. Hildesheim Nola Maureen Geisler (SEAL)
Nola Maureen Geisler
Dale R. Reid John William Geisler, Jr. (SEAL)
John William Geisler, Jr.

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, That on this 18th day of April, 1990, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared NOLA MAUREEN GEISLER, one of the parties of the foregoing Agreement and she acknowledged the same to be her act; and she also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.

Carol A. Hildesheim
NOTARY PUBLIC

My Commission Expires: July 1, 1990.

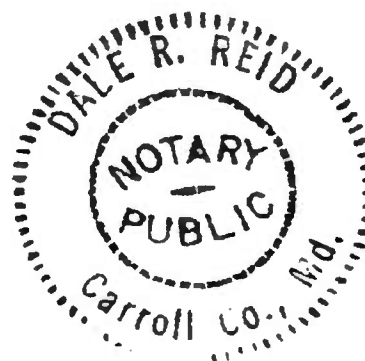
STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, That on this 26th day of March, 1990, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared JOHN WILLIAM GEISLER, JR., one of the parties to the foregoing Agreement and he acknowledged the same to be his act; and he also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.

Dale R. Reid
NOTARY PUBLIC

My Commission Expires: July 1, 1990.



FRED LOUIS DULIK, JR.

Plaintiff

vs.

DEBORAH LYNN DULIK

Defendant

*

*

*

*

*

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

CASE NO. C-91-11819

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of Master filed in this case, it is this 23rd day of March, 1992, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, FRED LOUIS DULIK, JR., be and is hereby granted a Judgment of Absolute Divorce from the Defendant, DEBORAH LYNN DULIK; and it is further

ORDERED that the Plaintiff, FRED LOUIS DULIK, JR., and the Defendant, DEBORAH LYNN DULIK, be and are hereby granted the joint legal custody of the minor children of the parties, namely JUSTIN MICHAEL DULIK, born December 15, 1984, and AMBER LEE DULIK, born December 2, 1987, and that the permanent physical custody of said children shall be with the Defendant subject to liberal rights of visitation granted unto the Plaintiff; and it is further

ORDERED that the Plaintiff shall pay unto the Defendant child support in the amount of Seventy-Five Dollars (\$75.00) per week per child, and in addition, both Plaintiff and Defendant shall maintain health insurance coverage on said children, all in accordance with the Marital Settlement Agreement between the parties; and it is further

ORDERED:

(1) If the Plaintiff accumulates support payment arrears amount to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

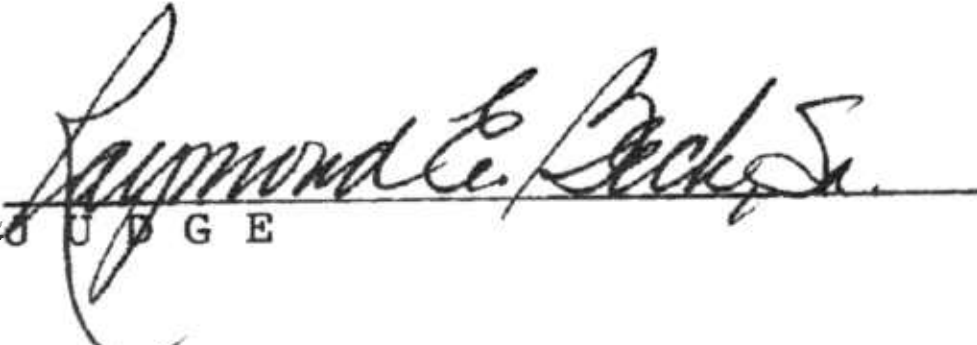
(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that both parties be and are hereby denied alimony by virtue of their mutual waiver thereof; and it is further

ORDERED that the pertinent parts of the Marital Settlement Agreement between the parties dated April 27, 1990, be incorporated, but not merged, into this Judgment of Absolute Divorce; and it is further

ORDERED that the Plaintiff shall pay the costs of these proceedings.


J U D G E

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 27th day of April, 1990, by and between DEBORAH LYNN DULIK, herein-after called "Wife", and FRED LOUIS DULIK, JR., hereinafter called "Husband".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Carroll County, Maryland on September 25, 1982.

The parties have been mutually and voluntarily living separate and apart since March 22, 1990.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to custody, child support, the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to continue living separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said voluntary separation having commenced on March 22, 1990.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other

Exhibit No. 1

without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

2. CARE AND CUSTODY OF THE MINOR CHILDREN

Two children were born to the parties as a result of their marriage; namely JUSTIN MICHAEL DULIK, born December 15, 1984; and AMBER LEE DULIK, born December 2, 1987. The parties agree that Wife shall have the permanent care and custody of the minor children.

The parties from time to time shall consult regarding the emotional, moral, educational and physical general welfare of their children. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the children and both parents shall participate as much as possible in making all decisions with respect to education, medical treatment, illness, operations (except in emergencies), health, welfare and other matters of similar importance affecting the children. Decisions with respect to the aforesaid matters shall not be made by either of the parties in such a manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with third parties which might affect such decisions. Each party shall provide the other with all medical, educational and other records, notices or information which relate to any aspect of the welfare of the children and execute any authorizations so that all information concerning the children shall be equally available to both parties.

3. CHILD SUPPORT

Husband shall pay Wife a weekly sum for child support, in advance, at the rate of \$75.00 per child per week.

The parties further agree that they currently maintain the children on a health insurance policy issued through Pioneer Life Insurance Company with a present monthly premium of \$188.64. The parties agree that so long as both of them are insured under this policy, each shall be responsible to pay one half of the monthly health insurance premium. The parties further agree that the children shall remain covered under this health insurance policy or a comparable policy offered through either party's employer. At such time as both parties are not covered under the Pioneer Life Insurance Company Policy, the parties agree that each shall be responsible for one half of the premium due which is attributable directly to the two minor children. The Husband or Wife shall be responsible for the premium due as a

result of their own insurance coverage.

Any non-covered medical expenses exceeding \$100 for any single medical event shall be shared equally by the parties. Medical expenses shall include doctor bills, dentist, therapy, orthodontic bills and hospital bills.

Support payments with respect to each child shall terminate upon the first to occur of any one of the following events:

- A. Arrival at age 18;
- B. Marriage of the child;
- C. Child becomes self-supporting; or
- D. Death of the child

Wife agrees that so long as Husband continues to support the children as set forth herein, he may claim the dependency exemption for AMBER LEE DULIK on his federal and state income tax returns. Wife shall claim the exemption for JUSTIN MICHAEL DULIK. Wife further agrees that she will provide Husband for each applicable year, a written declaration waiving her claim to AMBER LEE DULIK'S dependency exemption. The declaration shall be provided on IRS Form 8332 or in such other writings as conformed to regulations issued pursuant to Internal Revenue Service Code, Section 152(e), as promulgated from time to time.

4. VISITATION

Husband shall have full and liberal visitation privileges with the minor children, the exact dates and times of which shall be mutually agreed to by the parties in advance.

5. AUTOMOBILES

Wife shall convey all right, title and interest in the 1983 Blazer, presently titled jointly, to Husband alone. This vehicle is security for a loan issued by the Carroll County Bank & Trust Company with an approximate principal balance due of \$6,700.00. Husband agrees to assume full responsibility for the loan and shall indemnify and hold Wife harmless for any claims arising therefrom.

Husband shall convey to Wife all his right, title and interest in the 1988 IROC Camaro presently titled jointly, to Wife alone. This vehicle is presently secured by a loan from

the Carroll County Bank & Trust Company in the approximate principal balance of \$13,200.00. Wife agrees to assume full responsibility for this loan and shall indemnify and hold husband harmless for any claims arising thereunder.

6. PERSONAL PROPERTY

The parties have heretofore reached an agreement on the division of their personal property and have agreed that each of the parties shall hereafter transfer and assign to the other any and all of their respective right, title and interest in and to the personal property retained by the other. Wife shall generally retain free and clear from any claims from Husband all of the furnishings and appliances presently located in the parties family home except that Husband shall be permitted to remove from the family home his stereo and related equipment, all clothing and personal effects, all fishing gear and all of his tools.

7. DEBTS

The parties have agreed to divide responsibility for their debts. Husband shall be responsible for paying the following debts and shall indemnify and hold Wife harmless for any claims arising thereunder:

<u>Creditor</u>	<u>Approximate Balance</u>
1. Sears	\$1,370.00
2. Penneys	654.00
3. Check King	500.00 (or less)
4. Dr. Perl	162.00
5. Jeff Barnes	50.00

Wife shall assume sole responsibility for the following debts and shall indemnify and hold Husband harmless for any claims arising thereunder:

<u>Creditor</u>	<u>Approximate Balance</u>
1. VISA	\$1,728.00
2. Fashion Bug	81.00
3. Hecht's	135.00

<u>Creditor</u>	<u>Approximate Balance</u>
4. Dr. Marks	360.00
5. Waterbed	110.00

The parties also acknowledge a debt due and owing to the Food Plan Service. The parties agree that the tax refunds due on their 1989 state and federal income tax returns shall be used to pay the Food Plan debt in full. To the extent that any state or federal refund is left over following the payment of this debt, each party shall be entitled to half. In the event that the tax refunds are insufficient to cover the debt, each party agrees to pay half of the additional debt due to the Food Plan.

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

8. WAIVER OF ALIMONY

In consideration of the mutual promises set forth in this Agreement and the mutual and voluntary agreement of the parties to live separate and apart, the provisions contained herein for the respective benefits of the parties and other good valuable considerations, Husband and Wife hereby waive any claim against the other for alimony, support or maintenance, for himself or herself, past, present and future, and will make no claim for the same against the other.

9. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any

cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

11. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

12. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

13. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

14. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

15. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

16. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland. No provision of this Agreement shall be interpreted or construed for or against any party hereto by reason that said party, or his/her legal representative, drafted all or any part hereof.

17. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

Gail L. Vorbusch
WITNESS

Deborah Lynn Dulik (SEAL)
DEBORAH LYNN DULIK

Gail Seal Davidson
WITNESS

Fred Louis Dulik, Jr. (SEAL)
FRED LOUIS DULIK, JR.

STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 27 day of April, 1990, the above-named DEBORAH LYNN DULIK, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Gail L. Vorbusch
Notary Public
My Commission Expires: 7/1/90

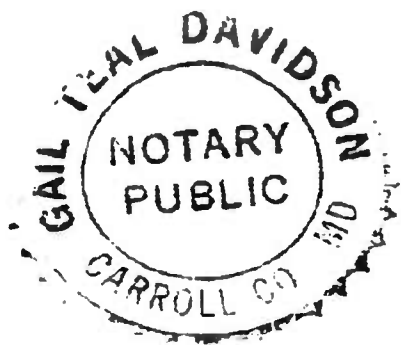
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TO WIT:

)

I HEREBY CERTIFY that on this 26th day of April, 1990, the above-named FRED LOUIS DULIK, JR., personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Neil Seal Davidson

Notary Public

My Commission Expires: 7/1/90

PATRICIA ANN JENKINS : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
EDWIN LEE JENKINS : CARROLL COUNTY
Defendant : CASE NO. C-91-11962

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered.

WHEREUPON IT ORDERED, this *23rd* day of March, 1992, that the Plaintiff, PATRICIA ANN JENKINS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, EDWARD LEE JENKINS; and

IT IS FURTHER ORDERED, that the custody of the remaining minor child of the parties, CHRISTINE LAUREN JENKINS (born September 12, 1979) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$150.00 per month said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Defendant continue to provide that health insurance for the benefit of his daughter which he has obtained through his employment and that he continue to carry the Plaintiff on that policy so long as permitted by the insurance company and company policy; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated April 13, 1984 and filed in this case be and the same is hereby incorporated herein but not merged herewith to the extent that it is not inconsistent with this Order; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

THIS AGREEMENT is entered into this BH day of April, 1984, by and between PATRICIA ANN JENKINS ("Wife") and EDWIN LEE JENKINS ("Husband").

The parties were married by a religious ceremony on March 22, 1969 in Baltimore County, Maryland. Two children were born to them as a result of their marriage, namely: Brian Lee Jenkins, born July 8, 1970 and Christine Lauren Jenkins, born September 12, 1979, hereinafter referred to as "Children" or "Child". Differences have arisen between the parties and they are now and have been since November 4, 1983 living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right

Ph #1
2/25/84
[Signature]

to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS
SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794 (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of the Husband to visit and have the Children with him at all reasonable times and places provided he provide Wife with 24 hour notice prior to the exercise of his visitation rights. Husband, in accordance with Maryland Law,

shall not spend the night under the same roof with Wife at any time. Wife agrees that she is aware of Husband's erratic work schedule and the necessity that he do shift work. For these reasons, Wife is willing to allow a flexible visitation schedule, which would include Husband having the Children with him during the following times: at least one weekend per month, at least two consecutive weeks each summer, provided Husband give Wife two weeks notice, alternating Christmas, Easter and Thanksgiving holidays between the parties with Husband having visitation on the first of those holidays that shall occur after the effective date of this Agreement, provided that Husband have the Children for Christmas in 1984. The parties further state that the best interests and welfare of their Children is a paramount concern for each of them. Each of the parties shall make every effort to encourage the Children's respect and affection for the other party and shall do nothing which in any way would tend to estrange the Children from the love and affection of the other. The parties shall confer with each other on all important matters pertaining to the Children's health, welfare, education and upbringing for the purpose of arriving at policies calculated to promote the Children's best interest. Each party shall notify the other promptly in case of any serious illness or injury of the Children while in his or her care. If Husband shall decide to exercise his visitation rights during the daylight hours at Wife's residence, he shall limit his visitation to four hours on the day of such visitation.

4. CHILD SUPPORT

Husband shall pay to Wife for the support and maintenance of each Child the sum of \$150.00 per month for a total of \$300.00 per month for both Children until the first to occur of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years. Wife shall provide medical insurance coverage for the Children. Those medical bills that are not covered by

Wife's insurance shall be divided equally between the parties. Such medical coverage shall include eye care, dental, hospitalization, physician, pharmaceutical bills, or any other bills incurred as a result of the medical care of the Children. These bills shall be paid when Wife presents the invoice to Husband. Before Husband shall be responsible for this portion of the bills, the Wife shall ascertain whether her medical coverage shall satisfy the said bill. Notwithstanding any other provisions of this paragraph, Husband is willing to pay for all the Children's orthodontic work, provided that he first approves any expenditures therein related. So long as Husband complies with the provisions of this paragraph, he shall have the right to claim the youngest Child as his dependent on his income tax returns, and Wife agrees not to declare the Child as her dependent on her income tax returns. So long as Wife complies with the provisions of this paragraph, she shall have the right to claim the oldest Child as her dependent on her income tax returns and Husband agrees not to declare said Child as his dependent on his income tax returns. In addition, each party shall be responsible for one-half of each Child's automobile insurance until age 18.

5. ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. LIFE INSURANCE

Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Will, provide a fund of not less than Five Thousand Dollars (\$5,000.00) per Child to be used for the support, maintenance, and education of each Child, in the event of Husband's death. The said fund shall be administered by Wife and, if Husband so desires, another party as trustee. Husband's obligation under this Paragraph shall terminate, with respect to each Child, on that date on which the Child reaches the age of twenty-two (22). To the extent that Husband shall fail to comply with the provisions of this Paragraph, his estate shall be charged with the obligations hereinabove assumed.

7. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings, or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other. Notwithstanding the above, Wife shall transfer all her right, title and interest to the Ford truck and to the 1968 Chevrolet to Husband. Husband shall transfer all of his right, title and interest to the Volkswagon to Wife. Further, notwithstanding the above, all tangible personal property and chattels presently located in Husband's darkroom on the premises shall be Husband's free and clear of any interest of the Wife. The same is true for the machinery in the shed and under the porch which remains Husband's.

Further, notwithstanding the above, Wife does not consider the piano presently located on the property as martial property, noes does she have any other ownership interest in it. The piano is the property of Husband's sister, Nancy Jenkins, and shall be returned to the said sister on her request.

8. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County, Maryland, known as 615 Sherry Drive, Sykesville, Maryland (the "Home"). The Home is subject to the lien of a mortgage. The parties agree to list the Home for sale with a real estate broker to be selected by agreement of the parties, or their counsel, upon the re-marriage of Wife. The Home also shall be listed for sale by a real estate broker to be selected by agreement of the parties, or their council, when the youngest Child of their marriage attains the age of 18 years should both parties so agree. Either party shall have the right to accept, on behalf of both parties, any offer to purchase the Home at that time at a price of or exceeding Eighty Thousand Dollars (\$80,000.00). Said sum is subject to an adjustment for inflation at the time of listing. Husband shall have the right of first refusal to purchase the Home. The parties may accept any other offer only by Agreement between them. Wife may continue to occupy the Home until the closing, and shall be responsible for all mortgage payments and utilities. Husband and Wife shall be jointly responsible for all real estate taxes, homeowners insurance, the cost of pest control, and repairs. Upon the sale of the Home, the net proceeds of the sale shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sale price (a) any broker's commission, and/or attorney's fees incurred in connection with the sale, (b) all expenses of sale and closing costs, and (c) the principal, accrued interest and any prepayment penalty due on the mortgage. In addition, no major repairs, modifications, alterations, or additions may be made to the Home without the consent of both parties. When repairs to the Home are necessary, the parties shall make such repairs

immediately upon approval by both parties, and shall promptly pay for same. The parties shall equally divide the costs incurred in the repair of the real property. Husband and Wife shall alternate years in which each claims the interest paid on the mortgage of the Home as a tax deduction on their individual forms, Wife having said deduction for the year 1984.

9. DEBTS

Each party shall assume all responsibility for debts incurred by himself or herself up to the date of this Agreement and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations. Notwithstanding the above, the Husband shall be responsible for the amount due and owing, as of the date of this Agreement, on the Montgomery Wards charge account. The Wife shall be responsible for the amount due and owing on the Visa charge account, as of the date of this Agreement. Further, notwithstanding the above, the parties shall equally be responsible for the amount due and owing Husband's mother for repayment of a loan in the amount of \$641.14 made to the parties for a past real estate bill, and shall repay such loan as soon as each party is financially able to do so.

10. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar years 1983 and 1984 if both agree to do so. In the event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or

any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

11. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

12. COUNSEL FEES: COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party initiating the proceeding shall pay all Court costs thereof, including any Master's fees.

13. COLLEGE EDUCATION

Husband shall contribute to one-half of the college education expense of each Child who attends college, for a maximum of four (4) consecutive years of undergraduate education for each Child. The amount which Husband shall be obligated to pay for each Child for each year of college shall be limited to one-half of the actual cost of tuition, fees, books, and room and board which are not covered by scholarship funds and shall not exceed one-half of that sum which it would cost for each Child to attend college at the University of Maryland, at College Park, Maryland.

14. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of the Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decrees of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of this respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.


E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:


Patricia A. Jenkins

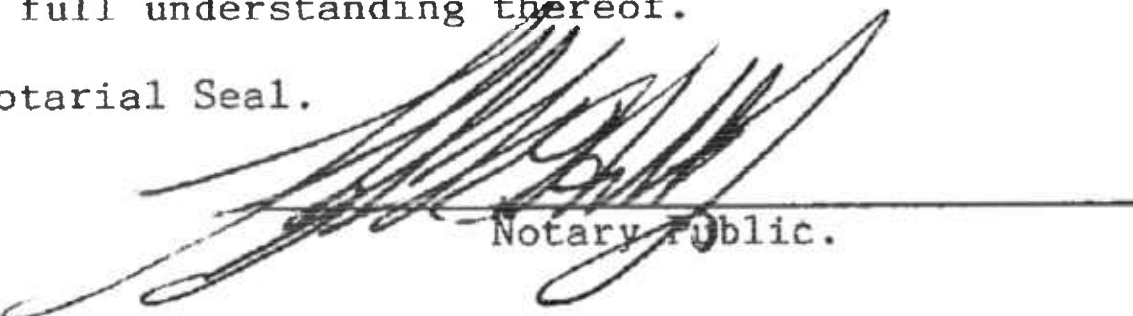
Patricia A. Jenkins (SEAL)
 Patricia Ann Jenkins

Edwin S. Jenkins (SEAL)
 Edwin Lee Jenkins

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of March, 1984, the abovenamed, Patricia Ann Jenkins, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

As witness my hand and Notarial Seal.


 Notary Public.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of April, 1984, the abovenamed, Edwin Lee Jenkins, personally appeared before me and made oath in due form of the law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

As witness my hand and Notarial Seal.

Sammy A. Mill
 Notary Public.

CLEE W. GREENLEE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
LINDA GREENLEE	*	CARROLL COUNTY
Defendant	*	Case No. C-91-12059

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 23rd day of March, 1992, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, CLEE W. GREENLEE, is hereby granted an Absolute Divorce from the Defendant, LINDA GREENLEE; and it is further

ORDERED that the Defendant, Linda Greenlee, is granted the care and custody of the minor child of the parties; namely, Clee W. Greenlee, Jr., born January 24, 1981; and it is further

ORDERED that the Plaintiff, Clee W. Greenlee, is granted reasonable rights to visitation upon his release from incarceration; and it is further

ORDERED that the issue of child support is reserved for future determination at such time when the Plaintiff is released

from incarceration and that all future child support payments shall be made through the Bureau of Support Enforcement; and it is further

ORDERED that the Plaintiff is hereby authorized to resume the use of her maiden surname of HEBB; and it is further

ORDERED that the costs of this proceeding are hereby waived.


JUDGE

DANIEL WILSON BAY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DAWN ELIZABETH BAY	:	CARROLL COUNTY
Defendant	:	CASE NO. C-91-12103

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *23rd* day of March, 1992, that the Plaintiff, DANIEL WILSON BAY, II, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DAWN ELIZABETH BAY; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, ROBERT DANIEL BAY (born May 17, 1985) and KARI BURTON BAY (born November 21, 1989) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances, all of which is subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of \$450.00 per month per child and that he pay unto the Defendant as alimony the sum of \$100.00 per month accounting from November 1, 1990 for a period of two years, the last payment being due on October 1, 1992, said payments being subject to the further Order of Court and subject to

the following provisions of law:

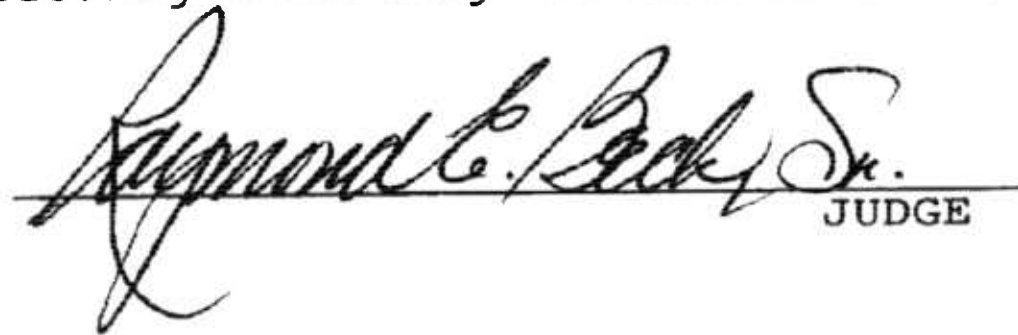
(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated October 23, 1990 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding including the Master's fee.


JUDGE

DEC 05 1990

BOOK 48 PAGE 436

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT, Made this 23rd day of October, 1990, by the between DAWN ELIZABETH BAY, hereinafter called "Wife", party of the first part, and DANIEL WILSON BAY, II, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married on October 20, 1984, in a religious ceremony in Carroll County, Maryland. Two children were born to the parties as a result of that marriage, to wit:

ROBERT DANIEL BAY, born May 17, 1985;
KARI BURTON BAY, born November 21, 1989;

Unfortunate differences having arisen between the parties, as of October 23, 1990 the parties mutually and voluntarily agreed to live separate and apart in separate places of abode without any cohabitation and have lived separate and apart since that date for the purpose of ending the marriage. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize their voluntary separation, to settle their respective property, personal and marital rights, the custody and support of their children, the right of the parties to support, maintenance and counsel fees and all other matters growing out of their marital relationship.

They voluntarily enter into this Agreement after full advice and explanation of the provisions of §8-201 through 213 and 11-101

through 11-111 of the Family Law Article of Maryland and they hereby waive the benefit of those provisions, and they enter into this Agreement pursuant to §8-101 through 8-104 of the Family Law Article of the Maryland Annotated Code. This agreement shall not be a bar to any divorce proceedings for any cause which existed at the time or arose prior to or subsequent to the time of this Agreement.

AGREEMENT

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual undertakings and covenants herein contained, as well as for other good and valuable consideration, including the agreements of the parties with respect to the disposition of personal property, the parties hereto do mutually undertake, covenant and agree as follows:

1. Mutual and Voluntary Separation.

Without waiving any ground for divorce which either of them may now have or hereafter have against the other, the parties hereto, living separate and apart from each other since October 23, 1990 mutually agree voluntarily to live separate and apart in separate places of abode without any cohabitation and free from the marital control and authority of each other. Neither party shall interfere with nor molest or annoy the other, nor shall either party compel or endeavor to compel the other to cohabit or dwell with him or her by any legal or other proceedings for restoration of conjugal rights or otherwise.

2. Alimony.

Husband shall pay unto the Wife as temporary rehabilitative spousal alimony and support, directly unto her and not through the Bureau of Support Enforcement of any court, the sum of One Hundred Dollars (\$100.00) per month, on the 1st day of each month, beginning November 1, 1990. This temporary rehabilitative alimony shall be and remain in effect for a period of two (2) years, the last such payment by Husband to Wife being made on October 1, 1992. After October 1, 1992, and if the above mentioned alimony payments are timely made, Wife will release and discharge Husband, absolutely and forever, from further alimony payments. *Wife understands that by her expressed waiver of alimony, she shall never have the right to make application for spousal support or alimony at any future time. DB DWB* Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

The parties agree that these alimony and spousal supports provisions are not modifiable by any Court.

3. Custody of Minor Children

Wife shall have the care and custody of the two (2) minor children of the parties. Husband shall have liberal rights of visitation with the children; the parties have agreed upon a visitation schedule, and such schedule is set forth as Schedule A hereto. It is the intention of the parties that as close a relationship as possible under the circumstances shall be maintained between father and children, and each party hereby agrees to cooperate in this endeavor. Neither party shall do or say any-

thing which will diminish the respect the children have for the other parent, and both parties covenant to exercise their custody and visitation with regard for the best interests of the children, always placing the children's welfare before their own desires or conveniences.

4. Child Support

Husband shall pay unto Wife for the support and maintenance of the minor children of the parties, directly unto her and not through the Bureau of Support Enforcement of any court, the sum of Four Hundred Fifty Dollars (\$450.00) per month, per child, or a total amount of Child Support of \$900.00 per month, on the 1st day of each month, beginning November 1, 1990, until the first to occur of any one of the following events as to each of the children: (a) arrival at age eighteen (18), except that if said child shall then be attending college, the terminal age shall be twenty-one (21); (b) marriage; (c) becoming self-supporting; or (d) death of said child or Wife.

5. Real Property

a. The parties own, as tenants by the entirety, improved premises in Howard County known as 7711 Sharewood Drive, Jessup, Maryland 20794 (the "Home"). The Home is subject to a lien of mortgage with Bank One Mortgage Corporation ^{BB}. ^{DOB} Wife and children shall have the exclusive right to occupy the Home until that date which is three (3) years from the date of the execution of this Agreement. Until the Home is sold and settled

upon in accordance herewith, and during the Wife's and children's occupancy thereof, Wife shall be responsible to pay the mortgage on the Home as well as real property taxes and insurance premiums on the Home and the contents hereof, beginning November, 1990, provided that the Husband continues to make the aforementioned monthly child and spousal support payments. It is the intent that Wife shall pay the mortgage with the aforementioned support assistance of Husband. During those years that the parties are married but do not file joint tax returns, Wife shall have the exclusive right to deduct all interest and taxes in connection with said property on her Federal and State income tax returns.

Wife shall be solely responsible to pay all other expenses of the Home, including but not limited to water bills, utilities bills and telephone bills, and all of the necessary repairs which do not exceed One Hundred Dollars (\$100.00). Any mutually-agreed upon repairs exceeding One Hundred Dollars (\$100.00), shall be paid for by Husband, one-half (1/2) of which shall be reimbursed to him from the Wife's proceeds of the sale at the time of settlement, unless Wife deems it financially feasible to reimburse Husband at the time of the said repair. It is agreed by and between the parties that Husband may act as a consultant on any and all repairs to the Home, and shall be able to personally repair any and all repairs to the Home within a reasonable period of time after notification of defect by Wife; however, any such repairs performed by Husband will be at his own expense, and he shall be reimbursed one-half (1/2) of his material costs by Wife as stated above. Wife shall not reimburse Husband for his time

necessary to make repairs. Husband shall have the joint right to use the garage of the Home for car repair and storage. Wife agrees that during the use-and-possession period, she shall maintain the house and grounds.

Husband shall hold and save Wife harmless from expenses which he covenants to pay herein and shall indemnify her from any liability thereof. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein and shall indemnify him from any liability thereof. *including but not limited to the mortgage real property taxes, and insurance premiums.*

Upon the expiration of three (3) years from the date of this Agreement, or upon the earlier desire of Wife to sell the Home, the parties shall list the Home for sale, either directly or through a broker of their choice, at a price agreed upon by the parties, or, if they are unable to agree, at a price determined by a broker selected by Husband and Wife or their respective counsel. Wife and Husband shall continue to execute any Contract to make a sale of the Home. Upon the sale of the Home, the net proceeds of sale shall be divided equally between the parties. In accordance herewith, the 'net proceeds of sale' shall mean such sum as remains after deducting from the gross sales price (a) any broker's commission, and/or attorney's fees incurred in connection with the sale, ~~(b) one-half of all expenditures for repair of the Home made by the Husband during the use and possession occupancy period;~~ *DB DWB* (c) all expenses of sale and closing costs, and ~~(d)~~ *C* the principal, accrued interest and any prepayment penalty due on the mortgage.

In the alternative, upon the expiration of three (3) years from the date of this Agreement, or upon the earlier desire of Wife to sell the Home, either of the parties may buy the equity interest of the other, if mutually agreed upon at that time. The parties agree that each is entitled to one-half (1/2) of the net equity interest in the Home, and will be so entitled at the time of sale or buy-out. The parties agree that they will negotiate a fair market value of the subject property. If the parties cannot agree upon a fair market value of the subject property, then they will each obtain an appraisal from a licensed real estate appraiser, and the purchase price will be the median amount of the 2 appraisals. The net equity value will then be calculated as above, minus broker's commission, expenses of sale, and closing costs.

6. Disposition of Personal Property, Monetary Award and Waiver of Marital Award.

a. Automobiles: The 1979 Pontiac Firebird, presently titled in the Wife's name, shall be and remain the sole property of the Wife. The 1974 Chevrolet Corvette, presently titled in Husband's name, shall be and remain the sole property of the Husband. None of these vehicles are encumbered by any liens.

b. Bank Accounts: The parties hereby acknowledge that they presently maintain separate checking accounts. They hereby agree that the funds in those accounts shall hereafter be and remain the sole property of the individuals in whose name the account is titled.

c. Pensions, Stocks, I.R.A.'s: The parties acknowledge that Husband has a pension plan and a stock option plan at his respective place of employment (Locus, Inc. - Naval Research Laboratory). The parties further acknowledge that Husband had stocks in his name which he brought into the marriage. WIFE HEREBY WAIVES ANY RIGHTS SHE MAY HAVE TO MAKE CLAIMS TO A PORTION OF HUSBAND'S PENSION PLAN AND STOCK OPTION PLAN, AS WELL AS TO HIS STOCKS WHICH HUSBAND BROUGHT INTO THE MARRIAGE. The parties further acknowledge that neither has an individual retirement account (I.R.A.) in his or her respective name.

d. Household Goods: The parties agree that all of the furniture, furnishings, household goods, appliances and other items of personal property which were contained in the former family home at 7711 Sharewood Drive, Jessup, MD 20794, belonging to the parties, shall be divided as follows: those items which the Wife brought to the marriage and which were given to the parties by Wife's family, together with the microwave, vacuum cleaner, couch, and \$400.00 for the VCR, shall be the sole and separate property of the Wife; those items which the Husband brought to the marriage and which were given to the parties by Husband's family, together with the VCR after making the aforementioned payment to Wife, shall be the sole and separate property of the Husband.

e. Marital Award: The parties each covenant that they will execute such instruments as may be necessary to convey their right, title and interest to the personal property unto the other, in accordance with this Agreement. They further covenant and

agree that other than the disposition of property provided for in this Agreement, all of the marital and personal property of the parties has been divided between them, to the satisfaction of each of them, prior to the execution of this Agreement, and each hereby expressly waives any right they respectively may have thereof, including, but not limited to, all property titled or in the possession of the other, and expressly waives any right they respectively may have to a marital award against the other.

7. Insurance.

a. Automobile: The parties each covenant that each will maintain their own automobile insurance on their respective vehicles from the date of expiration of present insurance.

b. Health: Wife and the minor children are presently covered under Husband's medical insurance coverage. After a Decree of Absolute Divorce, the parties agree that Wife will be responsible for her own medical insurance. Husband shall continue medical coverage for the minor children after a Decree of Absolute Divorce.

8. Debts and Pledges of Credit.

Other than the aforementioned mortgage on the real property, each party agrees that neither he nor she has incurred any debts or obligations heretofore for which the other may be held liable, with the exception of the following:

1) The parties hereby acknowledge that they have a joint Mastercard account with an approximate balance of \$4,000.00. Husband agrees to pay to pay the entire balance of this account.

2) Husband agrees to be solely responsible for his line of credit with Maryland National VISA.

Husband hereby indemnifies and holds Wife harmless from any claims made against her for these joint debts.

The parties agree that neither will incur hereafter any liability or obligation whatsoever upon the credit of the other, or for which the other might be held liable. The parties also agree that any debts or obligations incurred by them after the date of this Agreement shall be his or her own individual responsibility and each shall indemnify and hold harmless the other from any such debts or obligations, incurred by a breach of this paragraph.

9. Tax Matters

The parties agree that they shall execute and file joint Federal and State income tax returns for the year 1990, and for any subsequent year during which they shall be Husband and Wife and entitled under the applicable laws and regulations to file such joint returns, if such joint filing is advantageous to both parties. The parties further agree that neither party will be liable for any tax or entitled to any refund arising out of the other party's tax returns. The parties further agree that each shall be entitled to one (1) exemption per year for the minor

children, during any year which they do not file joint tax returns. Upon the emancipation of the parties eldest child, the parties agree to alternate on a yearly basis the withholding exemption allowed for the one remaining minor child. DB, W.B.

10. Filing of Divorce Complaint, Incorporation and Nonmodification of Agreement in Final Divorce.

The parties agree that Wife will file a Complaint for Absolute Divorce under Title 7 of the Family Law Article, in the Circuit Court for Howard County, Maryland.

With the approval of the Circuit Court for Howard County or in any court in which a divorce proceeding may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decrees, the same shall not be merged in said decrees, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns. It is also further agreed that this Agreement shall not be subject to modification by any court without the written consent of both parties.

11. Counsel Fees and Court Costs.

Husband agrees to be responsible for one-half (1/2) of Wife's respective counsel fees in connection with the preparation of this Agreement and representation in the subsequent uncontested voluntary divorce proceeding. Husband further agrees to be solely responsible for his own attorney's fees. Court costs associated with the subsequent uncontested voluntary divorce proceedings, including filing fee and Master's fee, shall be paid equally by the parties.

The parties agree that if it is necessary for a party to initiate court action to enforce the provisions of this Agreement, and if the Court shall find that a party breached the agreements herein contained, the breaching party shall pay all attorney's fees, court costs and expenses related to said proceedings.

12. Mutual Release.

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other or against his or her property, whether arising out of the marriage or otherwise, including, but not limited to, any claim

arising under Maryland Code Family Law Article §8-201 through 8-213, or any amendments thereof, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the situs of any property of either his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow, or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said party has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights or dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

13. Miscellaneous Provisions.

a. Each of the parties hereto shall, from time to time, at the written request of the other, execute, acknowledge and deliver to the other party, within a reasonable length of time, any and all future instruments or copies thereof that may be required to give full force and effect to the provisions of this Agreement. This specifically, but not exclusively, pertains to those instruments necessary to enable the other party to deal with his or her property as if he or she were unmarried.

b. If any provisions of this Agreement are held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or different nature.

c. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertaking of, by or between the parties other than those expressly set forth herein.

d. Except as stated herein, all of the provisions of this Agreement shall be binding upon the respective heirs, next of kin, executors, assigns, and administrators of the parties.

e. This Agreement shall be construed in accordance with the laws of the State of Maryland.

14. Parties Fully Informed; Independent Advice.

Each of the parties has been fully informed as to the financial and other circumstances of the other. EACH HAS HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT ADVICE FROM COUNSEL OF HIS OR HER OWN SELECTION. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representation other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written:

WITNESS:

[Signature]

Dawn Elizabeth Bay (SEAL)
DAWN ELIZABETH BAY

[Signature]

Daniel Wilson Bay, II (SEAL)
DANIEL WILSON BAY, II

STATE OF MARYLAND, COUNTY OF Howard , to wit:

I HEREBY CERTIFY, that on this 23rd day of October, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared DAWN ELIZABETH BAY, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS, my hand and Notarial Seal:

[Signature]
Notary Public

My Commission Expires: 8/1/92

STATE OF MARYLAND, COUNTY OF Howard , to wit:

I HEREBY CERTIFY, that on this 23rd day of October, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared DANIEL WILSON BAY, II, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement in is fact his act and deed and that he has full understanding thereof.

AS WITNESS, my hand and Notarial Seal:


Notary Public

My Commission Expires: 8/1/92

SCHEDULE A

Father and Child Visitation Times

Beginning with ~~October~~ ^{November} 1, 1990, the Husband shall have the following times as reasonable rights of visitation of the Minor Children:

A. The seven (7) main holidays (New Year's Day; Easter Sunday; Memorial Day; 4th of July; Labor Day; Thanksgiving; and Christmas) as follows:

Father shall be entitled to a 6-hour visitation period on these holidays, and this 6-hour period is to occur from 3:00 p.m. of the day of the holiday, until 9:00 p.m. of the day of the holiday, unless otherwise agreed in writing by and between the parties. Both the Mother and Father agree that they will strictly adhere to this time schedule as regarding pick-up and return of the Children to and from the residence of Mother.

B. Father shall have the right to have Children on Father's Day and Father's birthday every year; on Children's birthdays, Father shall have Child for half of the day, to be determined by and between the parties.

C. Father shall have the right to have Children four (4) days per month, beginning with ~~October~~ ^{November}, 1990; Father acknowledges that he will give Mother advanced notice of the intended visitation days, and that on such days, he will return the Children to Mother no later than 9:30 p.m.

D. Father further acknowledges and agrees that his visitation with the youngest child, Kari, shall remain supervised within the Mother's presence, until Kari reaches the age of 3 years old, unless the Mother gives written permission for unsupervised visitation with Kari on specific days, until she is 3 years old.

H:\JOW\DOMESTIC\SEP-BAY - October 22, 1990

DAVID DANBERRY, JR. * IN THE
 * CIRCUIT COURT
 * FOR
vs. * CARROLL COUNTY
CHARLOTTE DANBERRY * CASE NO. C-91-12111 DV
 *
* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of
Master filed in this case, it is this 23rd day of March,
1992, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, DAVID DANBERRY, JR., be and
is hereby granted a Judgment of Absolute Divorce from the
Defendant, CHARLOTTE DANBERRY; and it is further

ORDERED that both parties be denied alimony or any other
form of property settlement or marital award by virtue of their
waiver thereof; and it is further

ORDERED that the Plaintiff pay the costs of these pro-
ceedings.

Raymond E. Beck, Sr.
J U D G E

12:21 PM '92
FILED
MAR 23 1992
CLERK OF COURT
CARROLL COUNTY, MD

CATHERINE STEM * IN THE
 Plaintiff/ * CIRCUIT COURT
 Counter Defendant *
 vs. * FOR
 RICHARD STEM, JR. * CARROLL COUNTY
 Defendant/ * CASE NO. CV 8955
 Counter Plaintiff *

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Revised Report and
 Recommendation of Master filed in these proceedings, it is this
 24th day of March, 1992, by the Circuit Court for
 Carroll County

ORDERED that the Counter-Plaintiff, Richard Stem, Jr.,
 be and is hereby granted a Judgment of Absolute Divorce from the
 Counter-Defendant, Catherine Stem; and it is further

ORDERED that the care, custody and control of the par-
 ties' minor child, namely, Stevie Leigh Stem, born February 1,
 1984, be and the same is hereby granted unto the
 Counter-Defendant, Catherine Stem, subject to reasonable rights
 of visitation on the part of the Counter-Plaintiff, Richard Stem,
 Jr., in accordance with the Agreement of the parties; and it is
 further

ORDERED that the Counter-Plaintiff shall pay to the
 Counter-Defendant as child support the sum of Four Hundred
 Twenty-Four Dollars (\$424.00) per month payable in two monthly
 installments the first of which said payments shall be due on the
 1st day of each month and the second such payment on the 15th day
 of each month, in accordance with the Agreement of the parties,

and in addition maintain health insurance coverage on said minor child and pay all uninsured medical expenses for said child in accordance with the agreement of the parties; and it is further

ORDERED:

(1) If the Counter-Plaintiff accumulates support payment arrears amount to more than thirty (30) days of support, the Counter-Plaintiff shall be subject to earnings withholding;

(2) The Counter-Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Counter-Plaintiff not receiving notice of proceedings for earnings withholding; and it is further

~~ORDERED that the Counter-Plaintiff be and is hereby denied alimony by virtue of his waiver thereof; and it is further~~

ORDERED that the issue of alimony as to Counter-Defendant be reserved for future determination by the Court upon filing of an appropriate petition in accordance with the agreement of the parties; and it is further

ORDERED that the pertinent parts of the Marital Settlement Agreement between the parties dated October 28, 1991, be and the same are hereby incorporated, but not merged, into this Judgment of Absolute Divorce; and it is further

BOOK 48 PAGE 457

ORDERED that the original Complaint filed in this case
be and the same is hereby dismissed; and it is further

ORDERED that the Counter-Plaintiff pay the costs of
these proceedings.


J U D G E

CATHERINE STEM

Plaintiff/
Counterdefendant

v.

RICHARD STEM, JR.

Defendant/
Counterplaintiff

IN THE

CIRCUIT COURT

FOR CARROLL COUNTY

Case No. CV 8955

* * * * *

CORRECTED JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Revised Report and Recommendation of Master filed in these proceedings and the Motion for Correction of Judgment of Divorce filed by Counterdefendant, it is this 24th day March of 1992, by the Circuit Court for Carroll County

ORDERED that Counterplaintiff, Richard Stem, Jr., be and is hereby granted a Judgment of Absolute Divorce from the Counterdefendant, Catherine Stem; and it is further

ORDERED that the care, custody and control of the parties' minor child, namely, Stevie Leigh Stem, born February 1, 1984, be and the same is hereby granted unto the Counterdefendant, Catherine Stem, subject to reasonable rights of visitation on the part of the Counterplaintiff, Richard Stem, Jr., in accordance with the Agreement of the parties; and it is further

ORDERED that the Counterplaintiff shall pay to the Counterdefendant as child support the sum of Four Hundred Twenty-Four Dollars (\$424.00) per month payable in two monthly installments the first of which said payments

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shall be due on the 1st day of each month and the second such payment on the 15th day of each month, in accordance with the Agreement of the parties, and in addition maintain health insurance coverage on said minor child and pay all uninsured medical expenses for said child in accordance with the Agreement of the parties; and it is further

ORDERED:

(1) If the Counterplaintiff accumulates support payment arrears amount to more than thirty (30) days of support, the Counterplaintiff shall be subject to earnings withholding;

(2) The Counterplaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Counterplaintiff not receiving notice of proceedings for earnings withholding; and it is further

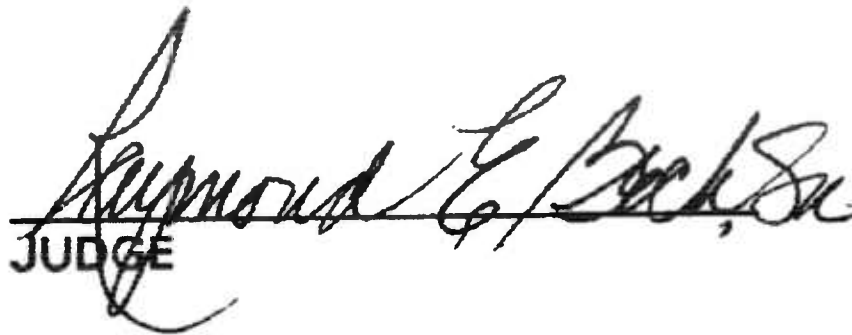
ORDERED that the Counterplaintiff be and is hereby denied alimony by virtue of his waiver thereof; and it is further

ORDERED that the issue of alimony as to Counterdefendant be reserved for future determination by the Court upon filing of an appropriate petition in accordance with the Agreement of the parties; and it is further

ORDERED that the pertinent parts of the Marital Settlement Agreement between the parties dated October 28, 1991, be and the same are hereby incorporated, but not merged, into this Judgment of Absolute Divorce; and it is further

ORDERED that the original Complaint filed in this case be and the same is hereby dismissed; and it is further

ORDERED that the Counterplaintiff pay the costs of these proceedings.


JUDGE

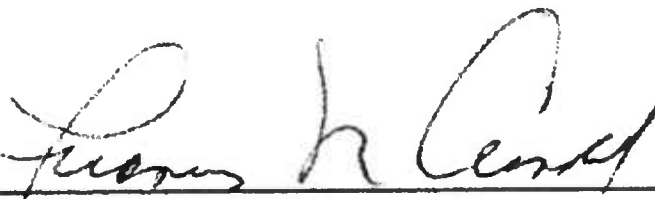
BURTON ADRIAN CLARK : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
LAURA FRANCES CLARK : CARROLL COUNTY
Defendant : CASE NO. C-91-11994

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 24th day of March, 1992, that the Plaintiff, BURTON ADRIAN CLARK, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LAURA FRANCES CLARK; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

FILED
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CLERK OF COURT
CARROLL COUNTY, MISSISSIPPI

LEROY MULLINS, JR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
LINDA SUE MULLINS	:	CARROLL COUNTY
Defendant	:	CASE NO. 91-12113

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16th day of March, 1992, that the Plaintiff, LEROY MULLINS, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LINDA SUE MULLINS; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, HEATHER LYNN MULLINS (born August 1, 1980) and LEROY MULLINS, III, (born January 28, 1985) be and the same is hereby granted to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the ~~Plaintiff~~ ^{Defendant (C2 & B. J.)} as child support the sum of \$25.00 per week per child, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall

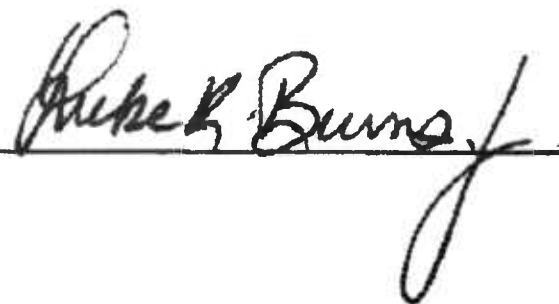
be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated August 31, 1987 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1987, by and between LINDA SUE MULLINS, hereinafter called "Wife", and LEROY MULLINS, JR., hereinafter called "Husband".

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on December 18, 1980 in Carroll County, Maryland. Two (2) children were born to them as a result of their marriage, namely, HEATHER LYNN MULLINS, born August 1, 1980; LEROY MULLINS, III, born January 28, 1985. Differences have arisen between the parties and they are now and have been since August 4, 1987, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their minor Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or

hereafter have against the other, the same being hereby expressly reserved.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him/her shall seem advisable for his/her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relation with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or

convenient to enable the other party to deal with his or her property as if he/she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his/her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY and VISITATION.

Wife shall have the care and custody of the parties' minor Children, subject however, to visitation rights by the Husband as follows: (1) Every weekend of every month, beginning on any such weekend on Friday evening at 6:00 p.m. and ending on Sunday evening at 7:00 p.m. (2) Every Wednesday evening in the

home of Wife from 6:00 p.m. and ending at 7:30 p.m. (3) For a one (1) week continuous period during each Summer of each calendar year. (4) On every of the following holidays, one-half of each holiday to be with the Husband and one-half with the Wife; New years Eve and Day, Easter, Memorial Day Weekend, July Fourth, Labor Day Weekend, Thanksgiving, and Christmas. (5) At such other times by agreement between the parties.

4. CHILD SUPPORT.

Husband shall pay to Wife, for support and maintenance of the Children the sum of Twenty-five Dollars (\$25.00) per week per Child, until the first to occur of any of the following events with respect to each of the Children, individually: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child becoming self-supporting, or (4) the Child's arrival at the age of eighteen (18) years.

5. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and

all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. PERSONAL PROPERTY.

A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

B. Prior to the execution of this Agreement, the parties divided their personal property. The parties agree that all ~~tangible personal property and household chattels presently~~ located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

C. Husband shall retain as her sole and separate property, free from all claims of Husband, the 1984 Chevrolet Cavalier automobile, now titled jointly in the names of the parties. Said automobile is subject to a loan. Husband hereby agrees to assume

sole responsibility to pay said loan, and Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. To effectuate the purpose of this paragraph, Wife shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effect the registration of said automobile in the Husband's name alone.

7. DEBTS.

Husband shall assume all responsibility for debts contracted by the parties, for either of them, up to the date of this Agreement, and shall hold and save Wife harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

8. INCOME TAX RETURNS. The parties shall file joint Federal and State income tax returns for the calendar year 1987, and for any subsequent year during which the parties shall be Husband and Wife and entitled under the applicable laws and regulations to file joint returns, if both agree to do so. In such event, the

parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party shall save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions. The parties hereby agree to divide any refund in taxes received as a result of filing jointly Federal and State income tax returns pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year.

9. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal

representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of widower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either

party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

11. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonable required to effectuate the purposes of this Agreement.

12. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. ~~Notwithstanding such incorporation, this Agreement shall not be~~ merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

13. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

14. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without

abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

15. VOLUNTARINESS AND ACKNOWLEDGEMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

16. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

17. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

18. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties,

promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Patti A. Horn

Linda S. Mullins (SEAL)
Linda S. Mullins

Patti A. Horn

Leroy Mullins, Jr. (SEAL)
Leroy Mullins, Jr.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 28th day of August, 1987, the above-named LINDA SUE MULLINS, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Patti A. Horn
Notary Public

My Commission Expires: 7/1/90



STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 31st day of August, 1987, the above-named LEROY MULLINS, JR., personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Patti A. Horn
Notary Public



My Commission Expires: 7/1/90

EDITH LEE CAMPBELL

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOR

LARRY RAYMAN CAMPBELL

CARROLL COUNTY

Defendant

Case No. C-91-11908 DV

* * * * *

JUDGMENT OF DIVORCE

THIS CASE standing ready for Hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 26th day of March, 1992, that the Plaintiff, EDITH LEE CAMPBELL, be and she is hereby Absolutely Divorced from her husband, the Defendant, LARRY RAYMAN CAMPBELL; and

It is further ORDERED, that the Guardianship and Custody of the minor child of the parties, HANNAH MARIE WOLF, (born August 24, 1985) be and the same is hereby awarded to the Plaintiff, subject to the continuing jurisdiction of this Court; and

It is further ORDERED, that the Defendant pay the sum of Thirty-five Dollars (\$35.00) per week for the support and maintenance of said minor child pursuant to a Consent Order (Case No. C-91-10743 in the Circuit Court for Carroll County) entered into by the Defendant dated August 30, 1991, subject to the further order of this Court and subject to the following provisions of law:

1. If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support the Defendant shall be subject to earnings withholding;

2. The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as his Support Order is in effect; and

3. Failure to comply with paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that neither party be awarded alimony; and

It is further ORDERED, that the pertinent parts of the Divorce Settlement Agreement between the parties dated September 9, 1988, and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

It is further ORDERED, that the Plaintiff be restored to her maiden name of EDITH LEE WOLF; and

It is further ORDERED that any open costs in this matter be and they are hereby waived.


JUDGE

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DIVORCE SETTLEMENT AGREEMENT

THIS AGREEMENT, made between Larry Rayman Campbell, herein called "Larry" and Edith Lee Wolf Campbell, herein called "Edith" at Pittsburgh, Pennsylvania.

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife, having been married on November 10, 1984, in Baltimore, Maryland. There was one (1) child born of this marriage, said child being Hannah Marie Wolf, age 2 1/2.

WHEREAS, diverse unhappy differences, disputes and difficulties have arisen between the parties and it is the intention of Larry and Edith to live separate and apart for the rest of their natural lives, and the parties hereto are desirous of settling fully and finally their respective financial and property rights and obligations as between each other including, without limitation by specification: the settling of all matters between them relating to the ownership of real and personal property; the equitable distribution of such property; the settling of all matters between them relating to the past, present and future support and/or maintenance of Edith by Larry or of Larry by Edith; the settling of all matters between them relating to the past, present and future support and/or maintenance



of the child; the implementation of custody/visitation/ partial custody arrangements for the child and in general, the settling of any and all claims and possible claims by one against the other or against their respective estates.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and undertakings herein- after set forth and for other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, Larry and Edith, each intending to be legally bound hereby, covenant and agree as follows:

1. This Agreement shall not be considered to affect or bar the right of Larry or Edith to a divorce on lawful grounds if such grounds now exist or shall hereafter exist or to such defense as may be available to either party. This Agreement is not intended to condone and shall not be deemed a condonation on the part of either party hereto of any act or acts on the part of the other party which have occasioned the disputes or unhappy differences which have occurred prior to or which may occur subsequent to the date hereof.

2. The parties agree that unless otherwise specifically provided herein, this Agreement shall continue in full force and effect after such time as a final decree in divorce may

be entered with respect to the parties. It is the intent of the parties hereto that this Agreement shall create contractual rights and obligations entirely independent of any Court Order and that this Agreement may be enforced by contract remedies in addition to any other remedies which may be available pursuant to the terms of this Agreement or otherwise under law or equity.

3. The parties agree that the terms of this Agreement shall not be incorporated into any divorce decree which may be entered.

4. The "date of execution" or "execution date" of this Agreement shall be defined as the date upon which it is executed by the parties if they have each executed the Agreement on the same date. Otherwise, the "date of execution" or "execution date" of this Agreement shall be defined as the date of execution by the party last executing this Agreement.

5. For purposes of this Agreement, the term "distribution date" shall be defined as the date of execution of this Agreement unless otherwise specified herein.

6. Larry and Edith may and shall, at all times hereafter, live separate and apart. They shall be free from any control, restraint, interference or authority, direct or

indirect, by the other in all respects as fully as if they were unmarried. They may reside at such place or places as they may select. Each may, for his or her separate use or benefit, conduct, carry on and engage in any business, occupation, profession or employment which to him or her may seem advisable. Larry and Edith shall not molest, harass, disturb or malign each other or the respective families of each other nor compel or attempt to compel the other to cohabit or dwell by any means or in any manner whatsoever with him or her.

7. Larry and Edith each do hereby mutually remise, release, quitclaim and forever discharge the other and the estate of such other, for all time to come, and for all purposes whatsoever, of and from any and all rights, title and interests, or claims in or against the property (including income and gain from property hereafter accruing) of the other or against the estate of such other, of whatever nature and wheresoever situate, which he or she now has or at any time hereafter may have against the other, the estate of such other or any part thereof, whether arising out of any former acts, contracts, engagements or liabilities of such other or by way of dower or curtesy, or claims in the nature of dower or curtesy or widow's or widower's rights, family exemption

or similar allowance, or under the intestate laws, or the right to take against the spouse's will; or the right to treat a lifetime conveyance by the other as testamentary, or all other rights of a surviving spouse to participate in a deceased spouse's estate, whether arising under the laws of (a) Pennsylvania, (b) any State, Commonwealth or territory of the United States, or (c) any other country, or any rights which either party may have or any time hereafter shall have for past, present or future support or maintenance, alimony, alimony pendente lite, counsel fees, property division, costs or expenses, whether arising as a result of the marital relation or otherwise, except, all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for the breach of any provision thereof. It is the intention of Larry and Edith to give to each other by the execution of this Agreement a full, complete and general release with respect to any and all property of any kind or nature, real, personal or mixed, which the other now owns or may hereafter acquire, except and only except all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for the breach of any provision thereof. It is further agreed that this Agreement shall be and constitute a full and final resolution of any and all

claims which each of the parties may have against the other for equitable division of property, alimony, counsel fees and expenses, alimony pendente lite or any other claims pursuant to the Pennsylvania Divorce Code or the divorce laws of any other jurisdiction.

8. Each party hereby waives any right to alimony pendente lite and each party agrees to be responsible for her or his own legal fees and expenses.

9. The parties herein acknowledge that by this Agreement they have respectively secured and maintained a substantial and adequate fund with which to provide for themselves sufficient financial resources to provide for their comfort, maintenance and support, in the station of life to which they are accustomed. Larry and Edith do hereby waive, release and give up any rights they may respectively have against the other for alimony, support or maintenance. It shall be from the execution of this Agreement the sole responsibility of each of the respective parties to sustain themselves without seeking any support from the other party.

10. Edith hereby agrees to be solely responsible for the maintenance of health insurance and medical coverage on the minor child.

11. Each party hereby agrees that they will be solely

responsible for their own medical expenses.

12. The parties agree that Edith shall be entitled to claim all dependency exemptions for the minor child for Federal, State and Local Income Tax purposes and Larry will refrain from taking such exemptions on Larry's income tax returns.

13. The parties hereby agree that legal and physical custody of the minor child shall be with Edith. The parties hereby acknowledge that Larry does not intend to seek any visitation whatsoever, and that Edith does not intend to seek child support from Larry. The parties hereby further acknowledge that Larry currently has no visitation rights and that Larry is currently not paying child support.

14. The parties agree and acknowledge that their marriage is irretrievably broken, that they do not desire marital counselling, and that they both consent to the entry of a decree in divorce pursuant to Section 201(c) of the Pennsylvania Divorce Code, Act 26 of 1980, as may be amended. Accordingly, both parties agree to forthwith execute such consents, affidavits, or other documents. Upon request, to the extent permitted by law and the applicable Rules of Civil Procedure, the named defendant in such divorce action shall execute any waivers of notice or other waivers necessary

to expedite such divorce.

15. Each party represents that they have not heretofore incurred or contracted for any debt or liability or obligations for which the estate of the other party may be responsible or liable except as may be provided for in this Agreement. Each party agrees to indemnify and hold the other party harmless for and against any and all such debts, liabilities or obligations of every kind which may have heretofore been incurred by them, including those for necessities, except for the obligations arising out of this Agreement.

16. Larry and Edith each covenant, warrant, represent and agree that with the exception of obligations set forth in this Agreement, neither of them shall hereafter incur any liability whatsoever for which the estate of the other may be liable. Each party shall indemnify and hold harmless the other party for and against any and all debts, charges and liabilities incurred by the other after the execution date of this Agreement, except as may be otherwise specifically provided for by the terms of this Agreement.

17. Larry and Edith shall not molest or interfere with each other, nor shall either of them attempt to compel the other to cohabit or dwell with him or her, by any means whatsoever.

18. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties and no waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.

19. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and/or documents that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

20. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania which are in effect as of the date of execution of this Agreement.

21. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations between them. There are no representations or warranties other than those expressly set forth herein.

23. Larry and Edith covenant and agree that they will execute any and all written instruments, assignments, releases,

satisfactions, deeds, notes or such other writings as may be necessary or desirable for the proper effectuation of this Agreement.

24. This Agreement shall remain in full force and effect unless and until terminated under and pursuant to the terms of this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way affect the right of such party hereafter to enforce the same, nor shall the waiver of any default or breach of any provision hereof be construed as a waiver of any subsequent default or breach of the same or similar nature, nor shall it be construed as a waiver of strict performance of any other obligations herein.

25. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. Likewise, the failure of any party to meet his or her obligations under any one or more of the paragraphs herein, with the exception of the satisfaction of the conditions precedent, shall in no way avoid or alter the remaining obligations of the parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Deane O. H. 9-9-88 Larry R Campbell 9-9-88
WITNESS DATE LARRY RAYMAN CAMPBELL DATE

Anna W. 9-9-88 Edith Lee Wolf Campbell 9-9-88
WITNESS DATE EDITH LEE WOLF CAMPBELL DATE

IN THE COURT OF COMMON PLEAS OF THE 59TH JUDICIAL DISTRICT OF
PENNSYLVANIA - COUNTY BRANCH - CAMERON

CIVIL ACTION - LAW

LARRY R CAMPBELL
Plaintiff

Case No. 88-627

vs.

IN DIVORCE

EDITH WOLF
Defendant

ACCEPTANCE OF SERVICE

I, Edith Wolf, Defendant herein, do depose and say that I personally received and accepted service of a true and correct copy of the Complaint (and of Plaintiff's Affidavit under section 201 (d) if this action is under that section and is based upon three years or more of separation), Notice to Defend and Claim Rights, and Notice of Availability of Counseling in the above-captioned action. I waive the 30 day expiration of the writ herein in agreement with Plaintiff to do so in accordance with P.R.C.P. 1003.

I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

DATE:

Defendant

MAILING ADDRESS OF DEFENDANT

David D. DeAngelis
Attorney at Law

WESTERN PENNSYLVANIA:
1409 Clark Building
Pittsburgh, Pa. 15222
(412) 232-0306

EASTERN PENNSYLVANIA:
7246 Rising Sun Ave.
Philadelphia, Pa. 19111
(215) 728-0729

BOOK 48 PAGE 490

717 412 594-89
412-555-1212 7896

Dear Sir or Madam:

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I represent your spouse in this divorce and only the divorce is being sought. No attempt is being made to resolve any other issue, such as alimony, real estate, personal property, support, child support, custody, or visitation, attorney's fees, or expenses since your spouse has advised us that none of these issues exist in this case or that you have or will settle any such issues yourselves. Enclosed is a copy of a divorce Complaint (and possibly an Affidavit of three year separation, if applicable). These are yours to keep.

My understanding with your spouse is that you do not intend to contest this divorce. You will have to sign an Affidavit of Consent about 90 days from now. There will be no divorce without your signature on that Affidavit of Consent. However, if you have been separated more than three years, the divorce will become final without your consent.

If you do not want this divorce, contact me at once in writing and I will advise your spouse that you intend to contest. If you retain an attorney, please show this letter to him or her. If you intend to contest and this case has been filed in a county where neither you nor your spouse reside, it will save you attorney fees if you advise the attorney that I will officially request that the Court discontinue the divorce. You will then not have to incur any fees or costs to respond to the divorce in court. A new divorce would have to be filed by you or your spouse at a later date if either of you would so desire. (If you have been separated over 3 years and your consent is therefore not required by law for a divorce, your spouse may instruct me to proceed over your objection and you will receive notice and have time to act.)

IMPORTANT: To avoid the embarrassment to you of having a sheriff, constable or other process server hand these papers to you, stapled to this letter is an Acceptance of Service (under Rule 1920.4(e)). Please sign it and date it by the red checks on the day you open the envelope and read this. Also, fill in your proper mailing address for the Court. Kindly return the Acceptance of Service in the envelope provided.

Very truly yours,

David D. DeAngelis

cg

922 8933

717-555-1212

IN THE COURT OF COMMON PLEAS OF THE 59TH JUDICIAL DISTRICT OF PENNSYLVANIA
COUNTY BRANCH - CAMERON

LARRY R. CAMPBELL

BOOK 48 PAGE 491

Plaintiff

CIVIL ACTION - LAW

vs.

EDITH WOLF

Case No. 88-627

Defendant

IN DIVORCE

COMPLAINT UNDER SECTION 201(c) OR 201(d) OF
THE DIVORCE CODE

1. Plaintiff is LARRY R. CAMPBELL, who currently resides at R.D. 6 BOX 461 SHIPPENSBURG, PA 17257 GUMBERLAND COUNTY, since 10-1-87.
2. Defendant is EDITH WOLF, who currently resides at 4400 CLAREWAY STREET BALTIMORE, MD 21213, since BEFORE 2-28-65.
3. Plaintiff and/or Defendant has been a bona fide resident in the Commonwealth of Pennsylvania for at least six months immediately prior to the commencement of this action.
4. The Plaintiff and Defendant were married on 11-10-84 at BALTIMORE, MD.
5. There have been no prior actions of divorce or for annulment between the parties.
6. The marriage is irretrievably broken.
7. Plaintiff has been advised of the availability of marriage counseling and understands that it can be requested as of right and the Court may require the parties to participate in marriage counseling.
8. Plaintiff requests the Court to enter a decree of divorce.

I VERIFY that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

S/LRC
Plaintiff

Date: 5/2-29 88

S/ODD
Attorney for Plaintiff

LARRY R. CAMPBELL

BOOK 48 PAGE 492

Plaintiff

CIVIL ACTION - LAW

vs.

EDITH WOLF

Defendant

CASE NO: 88-627

IN DIVORCE

NOTICE TO THE DEFENDANT

If you wish to deny any of the statements set forth in this affidavit, you must file a counteraffidavit within twenty days after this affidavit has been served on you or the statement will be admitted.

PLAINTIFF'S AFFIDAVIT UNDER SECTION 201(d) OF THE DIVORCE CODE

1. The parties to this action were separated on 12-15-84 and have continued to live separate and apart for a period of at least three years.
2. The marriage is irretrievably broken.
3. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

I verify that the statements made in the affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

DATE: 5/2-29-88

5/LRC
Plaintiff

PLAINTIFF'S
EXHIBIT

1

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree of divorce or annulment may be entered against you by the court. A judgment may also be entered against you for any other claim or relief requested in these papers by the Plaintiff. You may lose money or property or other rights important to you, including custody or visitation of your children.

When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available in the Office of the Prothonotary at the Cameron County Courthouse, Emporium, PA 15834.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

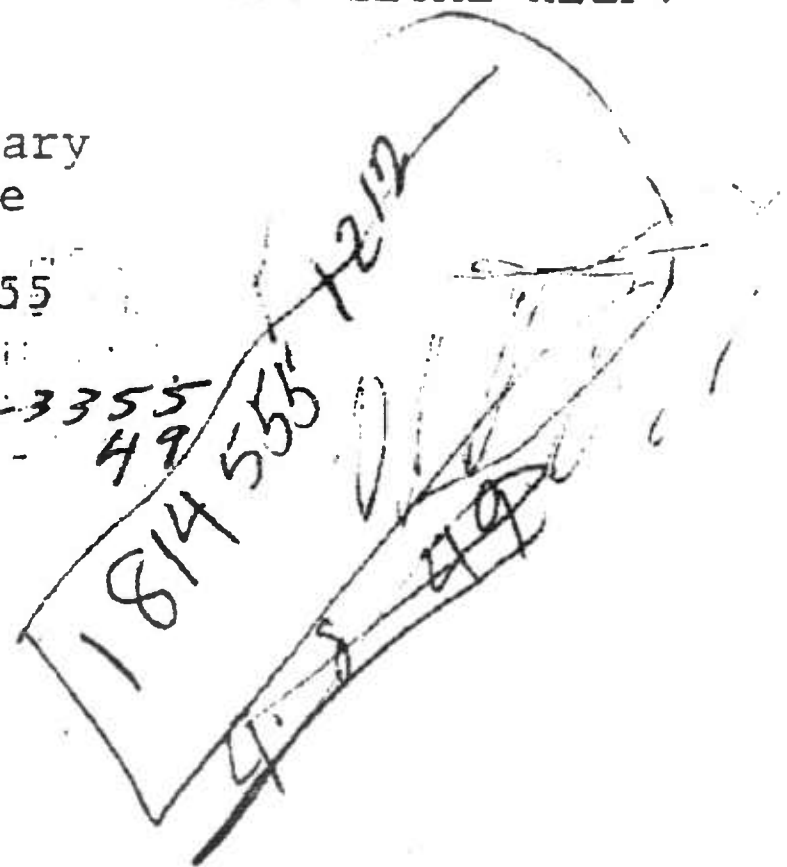
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David J. Reed, Prothonotary
Cameron County Couthouse
Emporium, PA 15834
TELEPHONE 412-486-3355

412-486-3355

814

814



PLAINTIFF'S
EXHIBIT

RECEIVED IN
CIRCUIT COURT
MAR 23 12 25 PM '92
WJM

KATHLEEN M. FLORES * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
ALFREDO J. FLORES * CARROLL COUNTY
Defendant * CASE NO. C-91-12034
* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of
Master filed in these proceedings, it is this 20th day of
March, 1992, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, KATHLEEN M. FLORES, be and
is hereby granted a Judgment of Absolute Divorce from the
Defendant, ALFREDO J. FLORES; and it is further

ORDERED that the care, custody and control of the par-
ties' minor child, namely, Eric A. Flores, born June 20, 1984, be
and the same is hereby granted unto the Plaintiff, Kathleen M.
Flores, subject, however, to reasonable rights of visitation on
the part of the Defendant, Alfredo J. Flores; and it is further

ORDERED that the Defendant shall pay to the Plaintiff as
child support the sum of One Hundred Dollars (\$100.00) bi-weekly,
said payments of child support shall permanently cease upon the
child (a) attaining the age of 18 years, (b) becoming married,
(c) becoming emancipated, (d) becoming self-supporting, (e)
entering the armed forces, or (f) dying, whichever shall first
occur; and it is further

ORDERED:

(1) If the Defendant accumulates support payment arrears amount to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that both parties be and are hereby denied alimony by virtue of their waiver thereof; and it is further

ORDERED that costs in these proceedings be waived.


JUDGE

DARLENE MARIE ENGLE : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 ROBERT LEROY ENGLE, JR. : CARROLL COUNTY
 Defendant : CASE NO. C-91-11859

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *31st* day of *March*, ~~April~~, 1992, that the Plaintiff, DARLENE MARIE ENGLE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, ROBERT LEROY ENGLE, JR.; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated January 22, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Larry M. Shiple

JUDGE

LARRY M. SHIPLEY
 CLERK

APR 1 12 07 PM '92
 WDM

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD

VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

BETWEEN

DARLENE MARIE ENGLE

AND

ROBERT LEROY ENGLE

DATE: JANUARY 22, 1991

GEOFFREY S. BLACK
ATTORNEY AT LAW
MANCHESTER
PROFESSIONAL CENTER
3000 MANCHESTER RD.
SUITE 1
MANCHESTER
MARYLAND
21102-0367

3/17/92
[Signature]

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THIS AGREEMENT, made this 22ND day of JANUARY, Nineteen Hundred and Ninety-One, by and between DARLENE MARIE ENGLE (hereinafter referred to as "Wife") and ROBERT LEROY ENGLE (hereinafter referred to as "Husband") as follows:

EXPLANATORY STATEMENT

The parties were married at a religious ceremony on July 24, 1965, in TOWSON, BALTIMORE County, MARYLAND. One child was born to the parties as a result of the marriage, to wit: CHRISTINA

LYNN ENGLE (born November 26, 1968), who is presently emancipated.

Differences have arisen between the parties and they are now, and have been since April 15, 1989, living separate and apart from each other, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in the Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, medical expenses, counsel fees, their respective rights in property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE: In consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. SEPARATION AND NONINTERFERENCE.

The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode, without any cohabitation, and having done so since April 15, 1989, do hereby expressly agree to continue to do so. Each party shall, as far as the law allows, be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall interfere with or molest the other or endeavor in any way to exercise any marital relations with the other or to compel or endeavor to compel the other to cohabit or dwell with him or her. Each of the parties shall be free to date any other person, without the other party to this agreement making any claim of adultery and each waives their right to utilize such conduct as a ground for divorce between the parties hereto.

2. DEBTS.

A. The parties hereby covenant and agree with each other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be or become liable or answerable, except as expressly set forth herein, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their own respective use and benefit, except as herein

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expressly provided. They further covenant and agree that their personal representatives will at all times hereafter keep the other, the other's heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

B. Wife shall pay off the balance of a mortgage loan with Farmers and Merchants Bank of Fowblesburg, covering the residence located at 4315 Millers Station Road, Millers, Maryland (which residence and real estate is presently titled in the name of Carroll View Care Home, Inc.).

C. Except as herein expressly provided, any charge accounts/store accounts which may be presently maintained by either of the parties is in their own respective individual names, and it shall be the responsibility of that party to pay his or her own charge account/store account bills.

D. The parties expressly agree that there are no joint debts owed by the parties, other than as set forth specifically herein as to the mortgage on the Millers Station Road property.

3. MARITAL RESIDENCE AND REAL ESTATE.

A. The parties presently own a residence and real estate located at 17205 Falls Road in Upperco, Baltimore County, Maryland, which residence and real estate they have occupied as a marital

residence. The marital residence had been secured by a mortgage, which has been paid in full, as of the date of execution of this Agreement. Contemporaneously herewith, Husband and wife shall execute a Deed transferring the ownership of the said residence and real estate on Falls Road to Wife, individually, and she shall henceforth own the said residence and real estate on Falls Road free and clear of any claim by Husband. Wife shall be solely responsible for any and all expenses incurred hereafter, and liabilities incurred hereafter, with reference to the said residence and real estate located at 17205 Falls Road in Upperco, Baltimore County, Maryland. Wife shall hold harmless and indemnify Husband from any and all claim, liability or responsibility arising out of Wife's ownership, use and occupation of said residence and real estate following the execution of a Deed transferring title of said residence and real estate from the parties jointly, to Wife, individually.

B. The parties also are presently responsible, on a mortgage with Farmers and Merchants Bank of Fowblesburg, for an additional residence, the title of which is held in the name of Carroll View Care Home, Inc., and which is located at 4315 Millers Station Road in Millers, Carroll County, Maryland, and which business is operated by Wife. Husband and Wife agree to renew the said mortgage loan with Farmers and Merchants Bank, contemporaneously herewith, until such time as Wife is able to refinance said obligation in her name, individually. Wife shall, however, hold

harmless and indemnify Husband from any and all claim, liability, or financial responsibility concerning the use, operation, or ownership of said property located at 4315 Millers Station Road, Millers, Maryland.

4. BANK ACCOUNTS.

Each of the parties has their own respective bank accounts, and agrees and covenants that they will not remove, withdraw, pledge, encumber, assign or otherwise affect the other party's accounts and funds therein.

5. MOTOR VEHICLES.

The parties presently own a 1988 GMC Pickup Truck (titled in Husband's name, individually); a 1986 Chevy Astro (titled in Wife's name, individually); and a 1978 Chrysler (titled in Wife's name, individually).

Motor vehicles owned by the respective parties are presently titled separately, in their individual names. Each party shall assume the sole responsibility for the physical upkeep, repair and maintenance, operating expenses, inspections, tags and registration expenses, and motor vehicle insurance (including liability insurance in at least the minimum amounts required by law), of all motor vehicles owned by that individual.

Husband shall return all keys to the 1986 Chevy Astro and the 1978 Chrysler, in his possession, to Wife, upon execution of this Agreement.

6. MEDICAL, HEALTH AND LIFE INSURANCE AND EXPENSES.

A. Husband shall continue to carry family plan health insurance coverage (including pharmacy coverage) through his present carrier, Blue Cross/Blue Shield, as long as said carrier allows for the issuance of a family plan to Husband. Wife shall pay any additional premium bills which the parties have historically routinely received on an approximate semi-annual basis, and said additional bills are to be forwarded to Wife for

payment. By use of the phrase "additional bills", the parties are specifically referring to additional premium bills which they have received approximately twice per year, and not any regular payroll deductions which Husband has historically paid.

B. Husband shall continue to pay all deductibles, co-payments, non-covered medical expenses for himself, commencing the date of execution of this Agreement.

C. Wife shall continue to pay all deductibles, co-payments, non-covered medical expenses for herself, and for her grandchild, NICKOL LISA LYNN ENGLE, commencing the date of execution of this Agreement.

D. Wife shall maintain a policy of life insurance on Husband, and shall be responsible for the payment of premiums for said policy which she has previously secured. Bills for this particular life insurance policy on Husband (with Wife as beneficiary) shall be forwarded to Wife for payment.

7. PERSONAL PROPERTY.

Except as otherwise stated herein, the parties have made a distribution of personal property owned jointly by them, prior to the execution of this Agreement, in a manner which is fair, reasonable and acceptable to both parties. Each of the parties hereby transfers and assigns to the other all of their respective right, title, and interest in and to such of the personal property, personal effects, clothing, and household chattels which the other party now has in his or her respective possession, and is free of any and all claim of the other party.

8. WAIVER OF ALIMONY.

Contemporaneously with, and by the execution hereof, and in consideration of the premises, each of the parties does hereby and forever release and discharge the other from any and all obligations of further support for himself/herself, it being the express intention of the parties to waive, release and surrender any past, present and future claim the party may have against the other for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim they may have against the other party arising from the marital relationship, except as herein expressly provided.

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9. WAIVER OF IRA/RETIREMENT/PENSION BENEFITS.

Each party for himself/herself and for his or her respective heirs, personal representatives and assigns, does hereby and forever release any and all claim of entitlement, interest in, and right of any type whatsoever, in any and all Individual Retirement Accounts (IRA), 401K plans, retirement and pension benefits and deferred compensation plans owned by the other party acquired in the past or hereafter. Wife is specifically aware of Husband's pension payments which he is presently receiving through the Baltimore County Police Department and his separate individual retirement account, and releases any and all claim to said pension and individual retirement account.

10. WAIVER OF RIGHTS.

Except as otherwise provided herein, each of the parties hereto, for himself/herself, and for his or her respective heirs, personal representatives and assigns, grants, remise, waives and releases to the other any and all rights or interest which he or she has now, or may hereafter acquire, in the real, personal or other property of the other. Each of the parties agrees to execute and deliver all deeds, releases, quit claims or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims, accounts and demands of any kind or nature against the other party and thus this shall be equivalent to a "General Release," including all interests

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incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including (but not limited to) all claims, demands, accounts and interests arising under the Property Disposition in Divorce and Annulment provisions of the Family Law Article of the Annotated Code of Maryland, and any amendments thereto and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether such change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right title, claim or interest, including any rights of dower, statutory thirds, halves or legal shares and widow's or widowers rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest

whatsoever therein, including the right to administer upon the estate of the one so dying.

11. LEGAL FEES and COURT COSTS.

A. Husband and Wife covenant and agree that Husband shall reimburse Wife for one-half (1/2) of her Attorney's fees arising out of this Voluntary Separation and Marital Settlement Agreement, up to a maximum payment by Husband of \$300.00.

B. The parties further agree that they shall equally divide the Court costs associated with the filing of a Complaint for Divorce by one of the parties against the other, and other than as set forth hereinabove, each party shall pay their own attorney's fees associated with such Court action.

12. INDEMNIFICATION IN CASE OF BREACH.

Either party who fails to comply with the provisions of this Agreement or who breaches this Agreement will indemnify the other party, make him or her financially whole, and hold the other party harmless from any such breach of this Agreement, including, but not limited to, payment of Court costs and reasonable attorneys' fees.

13. POWER OF ATTORNEY.

In order to effectuate the covenants and agreements of the parties hereto, as hereinabove set forth (but for no other purposes), each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead,

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to execute, acknowledge and deliver, according to law such further assurances as may at any times be necessary or advisable to effectuate the carrying out of the covenants and agreements set forth herein with respect to the transfer of any real or personal property herein described.

14. INDEPENDENT COUNSEL.

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Voluntary Separation and Marital Settlement Agreement prior to the execution hereof, or has elected not to avail themselves of such advice, despite the opportunity to do so.

15. DISCLOSURE.

The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person. Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances and liabilities prior to the execution hereof.

16. INCORPORATION OF AGREEMENT.

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this "Voluntary Separation and Marital Settlement Agreement" shall be incorporated in any Judgment of Absolute Divorce which may be passed by said Court. In the event that the said Court shall fail or decline to incorporate this agreement, or any provision thereof, in said Judgment, then in that event the parties, for themselves, their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

17. DOCUMENTATION AND ACTIONS.

The parties, for themselves, and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act that may be necessary or proper to carry into effect any part of this Agreement.

18. MODIFICATIONS AND ALTERATIONS.

In accordance with the intent and purpose of Section 8-103 of the Family Law Article of the Annotated Code of Maryland, the parties expressly acknowledge that the provisions of this Agreement shall be forever binding between the parties except as stated herein, or unless modified by joint action of both parties or waiver by both parties. This Agreement can be modified, rescinded

or abrogated only by formal written instrument and not by the act of the parties. Therefore, resumption of cohabitation or reconciliation shall not void this agreement. The amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No court shall amend, change, or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of the Husband and Wife.

19. INCOME TAX RETURNS.

A. For purposes of Federal and State Personal Income Tax returns, the parties agree that they shall file separate returns for calendar year 1990; or the parties may file joint returns for calendar year 1990, provided the Husband desires to do this, and Husband notifies Wife of the desire to file joint returns no later than February 1, 1991.

B. The parties further agree that the Wife shall be entitled to claim the minor granddaughter of the parties, NICKOL LYNN ENGLE, as a dependent on tax returns for the calendar years 1990 and thereafter (as long as entitled to do so).

C. The parties further agree that Wife shall be entitled to the mortgage interest deduction (if separate returns are filed).

D. The parties further agree that if the parties file a joint return, and a refund is received, Wife shall be entitled to receive such refund (in full). If taxes are due upon filing the return,

Wife shall pay any net tax liability crediting for amount of tax previously withheld. Husband authorizes Wife to endorse Husband's name on such refund check.

20. NON-WAIVER OF RIGHTS.

Nothing contained in this Voluntary Separation and Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being expressly reserved, except as expressly provided herein.

21. ENTIRE AGREEMENT.

This Voluntary Separation and Marital Settlement Agreement, consisting of seventeen (17) pages, and signed by the parties in the presence of a notary, contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, covenants, warranties, promises or understandings, oral or written, other than those expressly set forth herein.

22. INTERPRETATION.

This Agreement shall be interpreted in accordance with, and controlled by the laws of the State of Maryland.

23. SEVERABILITY.

If any of the provisions of this Agreement are held to be invalid and unenforceable, all other provisions shall nevertheless continue in full force and effect.

24. VOLUNTARY EXECUTION.

The parties hereto declare and expressly acknowledge that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities or has ample opportunity to obtain such legal advice; that each signs this Agreement freely and voluntarily, without duress, intimidation or coercion, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and upon their respective personal representatives, heirs, legatees, devisee, distributee and assigns, and all persons claiming by or through them or any of them. The parties expressly acknowledge that Wife has been represented by Geoffrey S. Black, Esquire, who does not represent Husband in this matter, or in these proceedings. Husband has executed this Agreement, having first availed himself of the advisability and right to consult independent counsel of his own choosing. The parties agree that no inference whatsoever shall be drawn from the mere fact that this Agreement was physically prepared by the offices of Geoffrey S. Black, Esquire, attorney for Wife.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22ND day of JANUARY, Nineteen Hundred and Ninety-One.

Geoffrey S. Black
Witness

Darlene Marie Engle (SEAL)
DARLENE MARIE ENGLE

Geoffrey S. Black
Witness

Robert L. Engle Jr. (SEAL)
ROBERT LEROY ENGLE

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 22ND day of JANUARY, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DARLENE MARIE ENGLE, and made oath in due form of law, under the penalty of perjury, that the matters and facts contained in the foregoing Voluntary Separation and Marital Settlement Agreement are true and correct, to the best of her knowledge, information and belief, and acknowledges that the foregoing constitutes her free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Geoffrey S. Black
Notary Public

My Commission Expires: NOVEMBER 1, 1991.



My Comm. Exps.
Nov. 1, 1991

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STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on the 22ND day of JANUARY, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT LEROY ENGLE, and made oath, in due form of law under penalty of perjury, that the matters and facts contained in the foregoing Voluntary Separation and Marital Settlement Agreement are true and correct, to the best of his knowledge, information and belief, and acknowledges that the foregoing constitutes his free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Geoffrey S. Black
Notary Public

My Commission Expires: November 1, 1991.



My Comm. Exps.
Nov. 1, 1991

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MARYLAND
21102-0387

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD

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WJm

LARRY W. SHIPLEY
CLERK

MARIAN LAVONNE SMITH

*

IN THE

Plaintiff

*

CIRCUIT COURT

vs.

*

FOR

ERNEST EUGENE SMITH

*

CARROLL COUNTY

Defendant

*

Case No. C-91-12089

* * * * *

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27th day of March, 1992, that the Plaintiff, MARIAN LAVONNE SMITH, be, and she is hereby, ABSOLUTELY DIVORCED from the Defendant, ERNEST EUGENE SMITH; and

IT IS FURTHER ORDERED that the custody of the minor children of the parties, ELIZABETH ROSELLA SMITH, born June 5, 1978, and ERNEST EUGENE SMITH, JR., born November 12, 1979, is hereby granted to the Plaintiff, reserving unto the Defendant the right to visit said children at reasonable times and under proper circumstances, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED that the Defendant pay unto the Plaintiff as child support the sum of One Hundred Thirty Dollars (\$130.00) per month per each child, for a total of Two Hundred Sixty Dollars (\$260.00) per month accounting from February 1, 1992,

said child support be increased in accordance with the Maryland Child Support Guidelines when the Defendant secures full time employment as now fully set forth in the Voluntary Separation and Marital Settlement Agreement of the parties and subject to further order of this Court; said payments being subject to the following provisions of law:

(1) If the Defendant accumulates support payment arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this support order is in effect;

(3) Failure to comply with Paragraph 2, above, will subject the Defendant to a penalty not to exceed \$250.00 and may result in the Defendant's not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED that the Defendant pay unto the Plaintiff the child support arrearage of \$260.00 per month for the months of December 1991 and January 1992 in monthly installments of \$40.00 each beginning February 1, 1992 and continuing until said arrearage has been paid as set forth in the Voluntary Separation and Marital Settlement Agreement of the parties; and

IT IS FURTHER ORDERED that the Voluntary Separation and Marital Settlement Agreement between the parties dated March 3, 1992 and filed in this case, be, and the same is hereby,

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incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED that the Court costs be and they
are hereby waived.


JUDGE

b:smith.jud

VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 3rd day of March, 1992, by and between MARIAN LAVONNE SMITH, hereinafter called "Wife", party of the first part, and ERNEST EUGENE SMITH, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on December 31, 1977, in Carroll County, Maryland and two (2) children were born to them as a result of the marriage; namely, Elizabeth Rosella Smith, born June 5, 1978 and Ernest Eugene Smith, Jr., born November 12, 1979.

On October 2, 1991, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the custody and support of their minor children, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

LAW OFFICES
HOFFMAN & COMFORT
24 N. COURT STREET
P. O. BOX 1200
WESTMINSTER, MD 21157

TELEPHONES:
(301) 846-4444
(301) 870-2266
FAX (301) 876-9266

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since October 2, 1991, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Wife shall have the care and custody of the minor children of the parties hereto with the right and privilege unto Husband to visit with and have said children with him at all reasonable times. Husband shall pay unto Wife for the support, maintenance, education and general welfare of the minor children the sum of One Hundred Thirty Dollars (\$130.00) per month for each child, a total of Two Hundred Sixty Dollars (\$260.00) per month, accounting from February 1, 1992. Additionally, Husband acknowledges a child support arrearage for December of 1991 and January of 1992 in the amount of Two Hundred Sixty Dollars (\$260.00) per month. Husband agrees to satisfy said arrearage by

adding Forty Dollars (\$40.00) per month to his current support payment beginning with the February payment and continuing until said arrearage has been liquidated. It is understood and agreed between the parties that Husband's child support obligation has been calculated by applying the Child Support Guidelines to the income derived from Husband's two (2) part-time jobs with the City of Westminster and R. E. Wright and Associates. Husband is in the process of attempting to find full-time employment and he agrees that his child support obligation shall be increased in accordance with the Child Support Guidelines at the time he secures full-time employment. Husband further agrees to promptly notify Wife upon obtaining full-time employment and to provide Wife with written documentation of his earnings from said employment. The parties agree that in no way shall Husband be obligated to continue with his two (2) part-time jobs after securing full-time employment. Husband's child support obligation with respect to each child shall cease and terminate upon the first to occur of any one of the following events as to each child: (a) arrival at age eighteen (18), except that if any such child shall then be attending high school at the time of arrival at age eighteen, such payments for such child shall continue until said child shall graduate from high school, but in no event beyond his or her nineteenth (19th) birthday; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

4. Husband shall carry and keep in force his existing hospitalization and medical insurance for the benefit of the

parties' children for as long as each child shall be eligible for dependent coverage under the terms of said policy of insurance. In the event that said coverage shall be discontinued, Husband shall maintain comparable coverage. "Comparable" coverage shall be defined as that coverage which may be provided to Husband by his employer at any given time. The parties agree that they shall be jointly and equally responsible for the payment of all medical and dental expenses incurred on behalf of the minor children which are not covered by any insurance. Dental expenses shall include such orthodontic expenses which are prescribed as medically necessary by an orthodontist selected jointly by the parties.

5. With the exception of the television set, which was mounted under a counter in the marital home of the parties and which Wife agrees that Husband shall be entitled to retain as his sole and separate property, each of the parties transfers and assigns unto the other all of his or her respective rights, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels which each party now has in his or her respective possession. Each party shall be entitled to retain his or her clothing, jewelry and personal effects.

6. The parties own as tenants by the entireties the real property known as 416 Farm Creek Road, Westminster, Maryland 21157. Within thirty (30) days from the date of this Agreement, the parties shall list said property with a licensed real estate broker doing business in Carroll County. Husband shall have the

right to the exclusive use and possession of said property until the date of settlement. Until settlement, Husband shall regularly pay the existing mortgages, real estate taxes, homeowner's insurance and all utilities and shall indemnify and save Wife harmless from all liability in connection therewith. Husband shall, upon request by Wife furnish her with canceled checks or receipts evidencing his payment of these obligations. During the period of Husband's right to the use and possession of said property, Husband shall have the right to lease said property as a single family dwelling unit and to retain any rents as his sole, separate income. Wife shall execute such documents as may be necessary to enable Husband to lease said property as provided above and Husband shall indemnify and save Wife harmless from all liability in connection therewith. At settlement Husband shall be entitled to retain all of the net proceeds of sale which remain after the satisfaction of all liens and encumbrances and the payment of all expenses of sale, including realtor's commissions. In the event the proceeds of sale shall not be adequate to satisfy or pay the above-mentioned liens, expenses and commissions, Husband shall be solely responsible for the payment of any deficiency and shall indemnify Wife from all liability in connection therewith.

Husband shall further have the option at any time to satisfy the existing mortgages by obtaining refinancing in his sole name. In consideration of said refinancing Wife shall execute a deed conveying all of her right, title and interest in

said property to Husband. In the event that neither the sale or the refinancing as provided above has occurred within two (2) years from the date of this Agreement, this provision shall then be voidable by Wife and shall be of no further effect.

7. Husband agrees to be solely responsible for the obligation to Carroll County Bank and Trust Co. in the approximate amount of \$7,585.00, said obligation being the deficiency which resulted after the repossession and sale of the parties' respective vehicles by Carroll County Bank and Trust Co. Husband agrees, if requested by Wife, to file a joint application with Carroll County Bank and Trust Co. for the refinancing of said obligation, provided that the monthly payments and interest under said loan shall not exceed the payments and interest rate provided in the existing loan. Husband agrees to assume and regularly pay said obligations and to indemnify and save Wife harmless in connection therewith. Wife shall be solely responsible for the payment of all expenses of refinancing. Husband further agrees to be solely responsible for the obligation to C&P Telephone Company in the approximate amount of \$629.00. Husband agrees to indemnify and save Wife harmless from any and all liability in connection with the obligations which he has agreed to assume and pay.

8. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever

discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

9. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future. This waiver of alimony may not be modified by any Court.

10. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.

11. Husband shall designate the children as the joint, sole, primary beneficiaries on any policy of life insurance which is available to Husband, at no cost to Husband through his

employment. The right to designate beneficiaries on said policy of insurance shall revert to Husband upon the date of the youngest child's twenty-third (23rd) birthday.

12. The parties jointly own a Jayco Camper. Wife agrees to execute the title to said camper for the purpose of allowing Husband to sell it to a third party. Husband agrees that upon selling said camper he will immediately deliver one-half ($\frac{1}{2}$) of the proceeds of sale to Wife.

13. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive,

surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

14. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after being reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall

not affect the remaining terms and provisions hereof.

15. The parties agree that they will file joint Federal and State income tax returns for 1991 and that they shall be jointly and equally responsible for the payment of any tax ^{deficiency} ^{ESS} and that they shall equally divide the proceeds of any refunds. In the event that the parties elect to file joint returns in any subsequent years, their income tax liability as well as their entitlement to any refund shall be apportioned on a prorata basis according to their respective incomes. In the event that the parties elect to file separate returns in any year, Husband shall be entitled to the dependency exemption for Ernest Eugene Smith, Jr. and Wife shall be entitled to the dependency exemption for Elizabeth Rosella Smith. Husband shall not be entitled to claim said dependency exemption for any tax year in which there exists a child support arrearage on December 31 of that tax year. Each party agrees to execute such documents as may be necessary to enable the other to claim the exemption to which he or she is entitled.

16. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any Decree of Absolute Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives

and unless husband shall be paying child support in an amount of least equal to that required by the Maryland Child Support Guidelines as if Husband had a gross annual income of \$25,000.00.

and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

17. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

18. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statement, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

19. No provision of this Agreement shall be interpreted or construed for or against any party hereto by reason that said party or his or her legal representative drafted all or any part thereof.

20. This Agreement shall be interpreted in accordance

with and controlled by the laws of the State of Maryland.

21. Except for the provisions contained in Paragraph 3 of this Agreement relating to the custody, visitation and support of the minor children of the parties, none of the other provisions of this Agreement shall be subject to modification by any Court.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness: [Signature] MARIAN LAVONNE SMITH (SEAL)

Witness: [Signature] ERNEST EUGENE SMITH (SEAL)

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 3rd day of March, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARIAN LAVONNE SMITH, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires:

10/1/92

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 3rd day of March, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST EUGENE SMITH, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.



Witness my hand and Notarial Seal.

Michael M. Galloway
Notary Public

My Commission Expires: 10/1/92